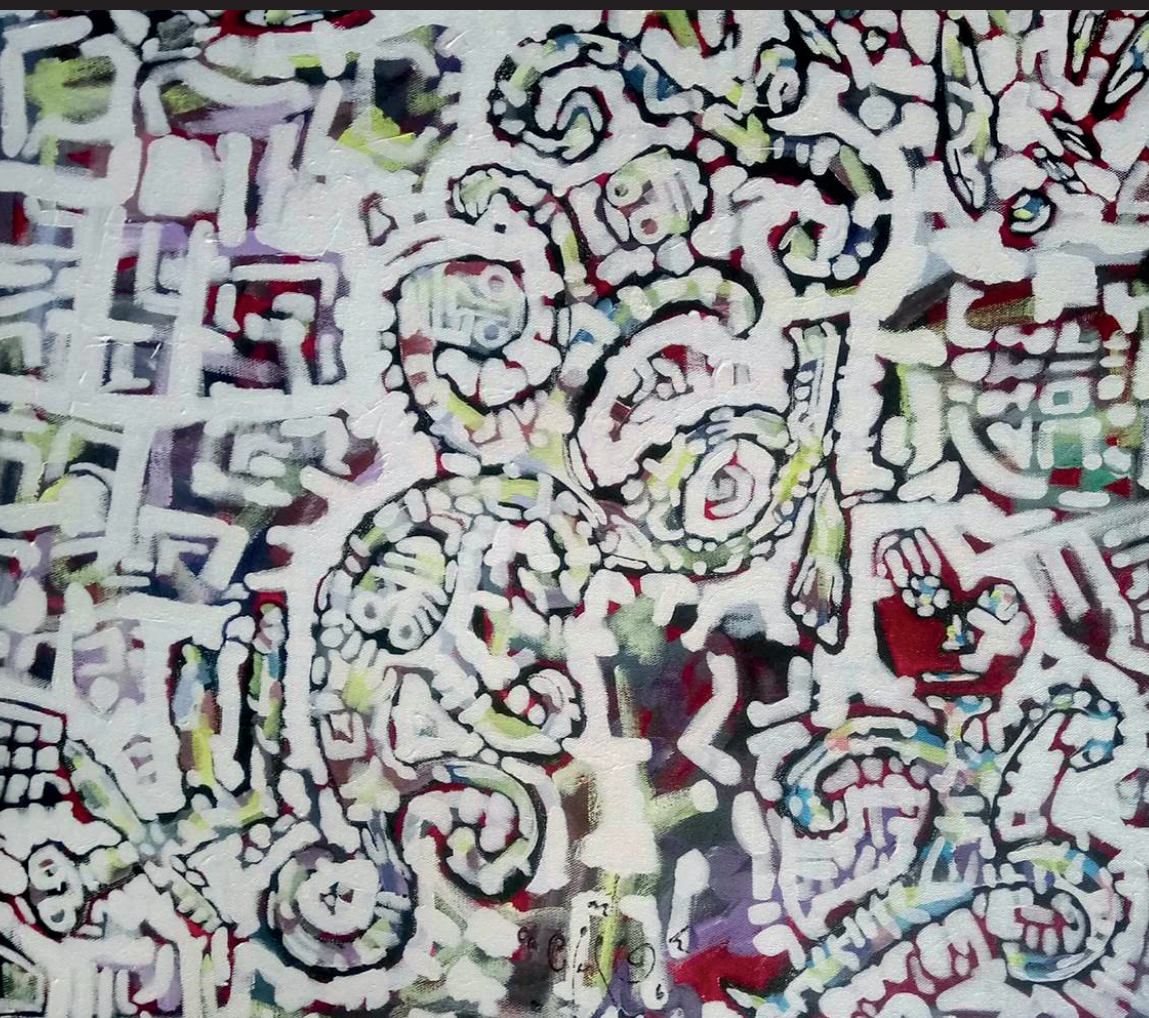


Everyday Justice in Myanmar

**Informal Resolutions and State Evasion
in a Time of Contested Transition**



Edited by **Helene Maria Kyed**



Informal (justice) brokers: Buying, selling, and disputing property in Yangon

Elizabeth Rhoads

Introduction

Myanmar is often conceptualised as a ‘law-of-status’ society (Maung Maung Gyi 1983: 170–171), one without a concept of equal treatment before the law. In a ‘law of status’ society individuals are treated primarily according to their position in a social hierarchy.¹ Where status is the most important variable in a legal dispute there is likely to be little faith in the official legal system, as its main promise of ‘equal treatment before the law’ is superseded by social hierarchy, where people are by definition not equals. In Myanmar, this is compounded by an exceptionally hierarchical justice system that has long lacked an independent and impartial judiciary (Cheesman 2011, 2015). In the context of Myanmar, as described in this volume’s other contributions, there is a high degree of avoidance of the formal justice system, in which there is no guarantee of equal treatment. As a result, people use localised, socially-mediated, informal forms of dispute resolution (e.g. see Prasse-Freeman 2015; Thang Sorn Poine 2018; see also Introduction to this volume).

While many high-profile or high-value property cases end up in Myanmar courts, a considerable number of cases do not go through the formal legal system, even in government-controlled areas where the Myanmar state seems unavoidable, such as Yangon.² Ordinary Yangon residents rely on localised versions of dispute resolution, particularly in everyday property transactions, which frequently employ mutually

1 For more on social hierarchy in Burma, see Keeler (2017). For a legal historical description of a ‘law of status’ society, see MacNeill’s (1923) description of ancient Irish Law.

2 The government reported that 442,000 court cases were filed across the country in 2017, showing a significant increase over 2016 when a reported 417,000 cases were filed (Htoo Thant 2018). This number represents all filed cases reported, not only property-related cases.

agreed arbiters to represent the transacting parties. In some cases, these mediators are lawyers, but more often than not they are *eain pweza* (property brokers), individuals well-known in the neighbourhood or acquaintances of all the parties involved, who facilitate legal and extra-legal property transfers and other transactions in exchange for a commission.

This chapter explores avenues of informal justice in relation to property cases in urban Yangon, with a specific focus on the role of brokers known as *eain pweza* (in Burmese). These are actors who are part real estate agents, part fixers, and part mediators. I argue that the involvement of *eain pweza* in dispute resolution is both a strategic choice and a practical necessity, as the specific contours of property disputes may prohibit access to formal justice procedures. *Eain pweza* use their roles as information and relationship brokers to secure housing transactions, in many cases serving as a primary arbiter in housing-related dispute settlement. As most property transfers in Yangon are informal, as this paper shows, contemporary attempts at regulating the sector may lead to a closure of avenues for property-related disputes, weakening access to justice for the majority of Myanmar's urban residents.

Urban property is an important entry point to understanding informal or local justice, as property involves vertical state–society power relations, as well as horizontal power relations such as those between landlord and tenant or between neighbours. In both vertical and horizontal power relations involving property, a sense of justice and belonging are embodied. In reshaping property relations during times of transition, it is these local understandings of justice and belonging that are disrupted. Central to all of Myanmar's political and economic transitions, since the British occupation, have been changes in property legislation and practices, disrupting prior understandings of justice and norms of property distribution (Rhoads 2019). Collective memories of who owns what, who confiscated what, and who was dispossessed remain strong in the present. Contemporary property relations are built on these previous categories, events and identities (cf. Peñalver 2011). This chapter takes a socio-legal approach to understanding property transactions and disputes in Yangon. Research for this chapter was conducted in central Yangon over a total of 15 months between 2014–2020. Semi-structured and unstructured interviews were conducted with property brokers, property developers, lawyers involved in property cases, and homeowners. Fieldwork was complemented by a

review of case law and of newspaper and media articles, and by archival research in the Myanmar National Archives, the India Office Records of the British Library, and the United Kingdom National Archives at Kew.

In order to examine the role of *pweza* in everyday property cases in Yangon, the chapter begins with a short description of *pweza* and the literature on brokerage, followed by an overview of the evolution of Myanmar's legal system, placing informal justice brokers in context. This legal history is important, as approximately one-third of Yangon's downtown core was built prior to the Second World War.³ Myanmar's immovable property has been governed and greatly affected not only by the current legal context but also by previous contexts dating back to the British colonial period. Next, the chapter will address the types of transactions in which brokers are used and why, followed by a discussion of the Myanmar government's moves towards increased regulation of property transfers as well as of brokers (*pweza*) and what this regulation may mean for everyday dispute resolution and justice provision.

Brokers and Brokerage

In formal and informal property transactions, *pweza* charge a fee for their role in brokering the transaction, usually one month's rent on a 12-month lease from both the lessee and the lessor, or 2 per cent of the property price on a sale.⁴ This is a hefty fee for bringing the parties together, contracting the sale, making sure the title is clean (where possible), and that the relevant fees and taxes are paid for formal transactions – not unlike formal real estate agents in other jurisdictions. But the fee does not only cover bringing the two parties together and brokering the lease or sale, but essentially buys the *pweza*'s time for the duration of the lease, or the duration of ownership in the case of a sale. As Boutry et al. (2016) have noted, the function of the broker is to provide a kind of guarantee on the transaction in an unregulated market. This guarantee

3 I would like to thank Yangon Heritage Trust for this insight on the ages of buildings in contemporary downtown Yangon.

4 Rather than a deposit, Yangon rentals usually require rent paid in cash in full at the start of a lease. 12-month leases are often paid at the time of signing or paid in two 6-month installments. This adds to the importance of the *pweza*'s role, as even renting is a considerable investment and leaves the tenant in a precarious position if there is a dispute (i.e. leaking roof, etc.) with the landlord as they cannot withhold rent. In some low-income properties such as hostels, rent is paid month-to-month in advance.

may prevent the sale of the same property to different parties, though it may not be able to guarantee that the property is secure from state intervention (Boutry et al. 2016: 41).

Eain pweza play a role long after property has changed hands, or the lease signed, bearing responsibility not only for brokering the transaction, but oftentimes mediating, and settling, any disputes that may arise. While involved in formal and informal transactions, the role of the *eain pweza* is all the more important in informal transactions, as there is no recourse to the courts in the case of a dispute. In many property cases, a *pweza*'s social connections and diplomatic skills may be the only route to dispute resolution (see Di Certo 2013).

Scholars have pointed to the moral uncertainty or ambiguity of the broker (James 2011), who often seems to be looking out for themselves first and foremost when assisting others in accessing housing, land, visas, markets, etc. Lund (1999) argues that brokerage encourages the perpetuation of disputes, to the benefit of brokers. Lund's (1999) description of Burkina Faso and James' (2011) findings in South Africa are not so dissimilar to the Myanmar context but there are important differences. In practice, the expectation for *pweza* to actively mediate and settle any disputes that arise is not always met, leading to the reputation of *pweza* as unscrupulous actors who after receiving their commission are nowhere to be found (Brac de la Perrière 2014: 77).

However, James (2011) and Lund (1999) portray brokers as needing to be understood in the context of patron-client relationships, in that brokers have clients and patrons of their own and can facilitate a range of work for themselves as intermediaries between their patrons and their clients. By contrast, in Yangon, while brokers do rely on their networks and social standing, for the most part they do not have any particular patrons or a set of clients or followers. Like brokers in other contexts, a successful *pweza*'s trade is in their social relations and negotiation skills. As Brac de la Perrière (2014) notes, their utility is in their good relationships with those in their field of business. In property, this may be other *pweza*, developers, landowners, local authorities, and others. While *pweza* may be known as a 'bloodsucker class' and are often seen as taking advantage of clients, taking their commission and leaving, ultimately their continued success rests on their reputation (Ibid.: 77). Their ability to retain clients and attract clients in the future is due to perceptions of

trustworthiness and their capacity to lend their social connections to guarantee or provide further security for a transaction (Ibid.).

Pweza are involved in property transactions much as realtors are involved in property transactions in other contexts, except that in Myanmar there is no regulation of realtors and the majority of property transactions are extra-legal. This chapter highlights how the more reliable and responsible *eain pweza* actually provide services not easily obtainable through legal actors or procedures. The role of a Myanmar property broker extends far beyond that of a typical real estate agent, to that of an informal justice broker.

Myanmar's legal system

Pre-colonial Burma had an indigenous legal system that was arguably the most advanced in Southeast Asia (Huxley 1997), and unique in the Buddhist world (Lammerts 2018). Pre-colonial Burmese Buddhist law was complete with law texts (*dhammasattha* “treatise on law”) (Lammerts 2018), judges, and lawyers (*she-ne*) (Huxley 1998; Lammerts 2018). Scholars have argued that pre-colonial Burma's legal culture was similar to British legal culture and rather dissimilar to Asian legal cultures (Huxley 1998; Stanton 2014). A key substantive difference between the pre-colonial Burmese legal system and the British legal system was that Burmese law focused on achieving a harmonious solution for the disputing parties, while British law sought punitive justice, usually in the form of a winner and a loser of a case or dispute (Furnivall 2014 [1948]: 131; Huxley 1998; Stanton 2014: 14). However, as the British conquest of Burma and piecemeal annexation progressed during the 19th century, rather than using the existing Burmese legal system and legal culture the British colonial administration modelled the legal system in Burma on British India. This consisted of transplanting colonial legal codes and precedents from British India, based on Benthamite ideas of law and economic growth (Bentham 1843; Trubek and Santos 2006: 1). This effectively truncated the Burmese legal system, giving it no opportunity to evolve (Stanton 2014). As Andrew Huxley (1998) has argued, the British ‘deliberately destroyed a literate and professional legal culture’.

However, Burmese laws and practices relating to religion, marriage and succession were to remain, to ‘persuade the Burmese that they, as well as the colonisers, had a stake in the colonial legal system’ (Huxley

1998). What is important to keep in mind in relation to these changes is that the resultant legal system is generally adversarial, with winners and losers. However, personal law (often referred to as family law in other contexts) is regulated by Burmese customary law or by codified personal law based on the religious affiliation of the individuals involved. This includes important property issues such as marital property, religious endowments, inheritance and succession. Thus, unlike contract or criminal law, property cases related to marriage, religious endowments or inheritance are dealt with in a more hybrid and localised way, combining elements of British Indian legislation and case law, Burmese customary law, and religious law (Crouch 2014b, 2016). While 'Western ideas of individual property in land were substituted for the Burmese custom of family possession' (Furnivall 1948: 135) in cases involving personal law, adjudication frequently brought the religious and ethnic identity of the parties to the fore, in order to determine which customary law or personal law should apply.

At Independence, Burma inherited a common law tradition from the British colonial authorities, Indian legal codes, precedents from all over the British Empire (but mainly from India), and anglicised, codified religious and personal laws (Crouch 2014b). For the first ten years, the judicial branch of the Union of Burma was very active and independent, frequently issuing rulings defending the 'rights of citizens against the excesses of the state' (Cheesman 2011: 804). However, following Ne Win's 1962 *coup d'état*, the judiciary was undermined by a 'radical legal decolonisation' (Huxley 1998) which joined the judiciary, legislative and executive branches together in a one-party state driving towards the ultimate goal of a socialist economy (Cheesman 2011; Huxley 1998). From 1962 to 2011, individuals had no ability to challenge the government in court (Crouch 2014a: 2). In 1972, judges were replaced by lay people, to establish a 'system of people's justice' (Huxley 1998; Cheesman 2011), which did not use precedent or foreign rulings (Myint Zan 2004: 422).

While the professional judiciary returned to the bench following the formation of the State Law and Order Restoration Council (SLORC) in 1988, it seems that the damage to the use of precedent may have already been done. Myint Zan's 2004 study comparing Burma's 1948 and 1998 law reports found that the cases reported in the High Courts and Supreme Court in the 1948 Burma Law Reports contained an average of 4.61 cases per reported ruling, while the 1998 Myanmar Law Reports,

reporting Myanmar Supreme Court cases, contained 1.27 cases per ruling, showing a decrease in the use of precedent in court rulings (Myint Zan 2004: 422). While foreign investors consider Myanmar's common law status and British legal history to be advantageous to business, this legacy is complicated by decades of authoritarian rule and rule by decree (Cheesman 2011, 2015; Crouch 2014a). Recent studies by donors and policymakers reveal uncertainty surrounding precedents due to unreported cases (Crouch 2014a), and judges ability to select favourable precedents and ignore contrary rulings, if the courts rely on precedential decisions at all (cf. UN Women 2016: 39–40).

This is the legal context within which past and current decisions regarding property have been made and are being made. During some periods precedent was used and there was heavier reliance on colonial law. During other periods rule was by decree. As Huxley, contemplating what might succeed authoritarian rule in Burma, wrote, 'Since law has undergone so many changes over the last fifty years, there is no single *status quo ante* to which a democratic Burma could return' (Huxley 1998). The frequent changes to the legal system, coupled with the use of personal law in property cases regarding inheritance, marital property and religious endowments, created a patchwork of legal rulings and little perception of legal certainty. The only way the general public is able to predict the outcome of a property case is based on the social status of the plaintiff and the defendant (Rhoads 2019). As others have noted there is an oft-repeated sentiment in Myanmar that "it does not matter what a contract, or the law, actually says, because power is more important than law" (Briggs and Burrows 2017:2). For much of the last 30 years, courts have been focused on enforcing the State Law and Order Restoration Council (SLORC) and later the State Peace and Development Council (SPDC) policies, so they are likely to have ruled in favour of the government or of those aligned closely with the government (Cheesman 2015), making court an unlikely place to voluntarily bring a case, particularly those involving only private parties or involving an uneven power dynamic between parties.

State institutions: Avoidance and exclusion

The Myanmar public's wariness of state institutions extends far beyond the judiciary (e.g. Turnell et al. 2008). Anthropologist Bénédicte Brac de la Perrière (2014: 79) writes about the role of *pweza* as brokers, or

rather as go-betweens between ordinary people and the state, occupying ‘a shifting space between officials and civilians. They provided a social space for negotiating the moving frontiers between “them” and “us”’. Brac de la Perrière focuses on the role of brokers in what she calls ‘intermediation’ or negotiations between ordinary Burmese and the state. She notes how brokers were:

[...] found in any endeavor: buying a car, helping people connect to the power network, getting identity cards and residence certificates or passports to go abroad. Pweza were mainly stand-ins between civilians and officials who took on administrative transactions in a corrupt and frightening bureaucracy. (Brac de la Perrière 2014: 76)

Avoidance of the state and reliance on go-betweens leads to the exclusion of many property actors from the formal legal system even before a dispute begins. Valid property transfers require at least six procedures (World Bank 2020), involving four separate government entities,⁵ and scrutiny of various aspects of the buyer’s and the seller’s everyday lives, from source of income to ancestry. While this is the case in many systems, as mortgage lenders require proof of income and jurisdictions may restrict ownership of immovable property to their own citizens, in Myanmar there is neither an active formal lending sector (Turnell et al. 2008; Turnell 2014) nor transparency on how the bureaucracy of the Myanmar state handles the relationship between ancestry,⁶ citizenship and property (Rhoads 2019 & 2020). Some procedures and requirements for a legal transfer of property are detailed in the next section to give the reader an understanding of what property actors are avoiding by using informal transfers and why informal brokers are engaged.

5 Government entities involved in urban property transfers in Yangon include: the Inland Revenue Department of the Ministry of Finance, the Office of Registration of Deeds under the Ministry of Home Affairs, the Criminal Investigation Department of the Myanmar Police Force and the City Planning and Land Administration Department of the Yangon City Development Committee (YCDC) (or the Department of Human Settlement and Housing Development – DSHSD of the Ministry of Construction, depending on the location) (MBF 2016: 2).

6 Since Myanmar’s independence, citizenship has been defined by ethnicity and/or length of settlement of oneself or one’s ancestors in the country. However, the 1982 Citizenship Law repealed previous legislation and created a tiered system of citizenship based primarily on ethnicity and secondarily on settlement in the country prior to Independence, either by oneself or one’s ancestors.

Legal procedures in transferring property

A valid transfer requires both the buyer and the seller to pay taxes prior to registering the transfer. Since 2015, the seller of the property pays capital gains tax at a flat rate of 10 per cent on all property transfers (Section 27b, Union Tax Law, No. 17/2015) and 10 per cent on total rental income (Section 19(b)). But Myanmar also uses formal property transfers as a way to capture unpaid taxes. The buyer of a property is liable to pay income tax if the buyer's source of income is not able to be verified and has previously escaped tax assessment. If this is the case, as it frequently is in a cash-based economy with very low tax compliance, then there is a graduated tax (15–30 per cent)⁷ based on the property sale price, levied on the buyer. If the buyer can show the source of all income used in purchasing the property, then no income tax is levied on the buyer. If none of the income used has been assessed and is without a verified source, it will be taxed at 30 per cent. If only part of the income used in purchasing the property is accounted for, then the remaining income will be taxed based on the graduated rate (Section 24, Union Tax Law No. 22/2016). This creates a significant income and capital gains tax burden at the point of sale, requiring large amounts of cash to complete and legally register any transfer.

Even without income tax liability, a property transfer (sale, lease, gift, etc.) cannot be registered and legally completed until the buyer pays the applicable stamp duty. Rates range from 0.5 per cent of the entire amount payable under the lease, for leases of less than one year, to 6 per cent of the sale price for Yangon property transfers.⁸ If the name of the current

7 The graduated tax rate currently starts at 15 per cent for unassessed income up to approximately USD 20,000 (MMK 30,000,000), 20 per cent for MMK 30,000,001 to 100,000,000 (about USD 65,000), and 30 per cent for anything above approximately USD 65,000 (MMK 100,000,000). In the 2019–2020 tax year there is a tax amnesty provision, lowering the rates to start at 3 per cent of unassessed income up to MMK 100,000,000, 5 per cent from MMK 100,000,001 to 300,000,000, 10 per cent for MMK 300,000,001 to 1,000,000,000, 15 per cent for MMK 1,000,000,001 to 3,000,000,000 and 30 per cent for anything over MMK 3,000,000,001 used to purchase or construct property or buy, expand or establish a business (Union Tax Law 2019). A similar tax amnesty was last granted in 2015, but the rates of taxation were considerably higher than the 2019 tax amnesty. For more on previous tax amnesties and the use of the tax on unassessed income to 'whiten' illicitly derived income, see Bo Bo Nge (2020).

8 Since the formation of the Rangoon Development Trust in 1921 an additional two percent stamp duty is levied on transfers of immovable property in Rangoon

owner is not on the deed, a lease on immovable property cannot be registered. However, to have the current owner's name on the deed and registered, all previous transfers must be registered as well (MBF 2016: 9). The owners of properties that have a long chain of unregistered transfers may not be able to establish themselves as the current titleholders or may incur high penalty fees and tax liabilities. The statutory penalty for not paying stamp duty (proof of which must be shown to register the transfer of property) is up to three times the applicable stamp duty on the property (Law Amending the Myanmar Stamp Act, 2019).

In formal property transactions, brokers (*pweza*) may be used to locate the former official owner (the person whose name is on the last registered deed of sale) and broker an agreement under which they formally transfer the property, for a fee (e.g. Zay Yar Lin 2016a). This is complicated, as property valuations are now set by the Internal Revenue Department, and the official owner whose name is on the registered deed is liable for capital gains tax on the sale. A large fee is often charged by the former official owner at this stage to cover the transaction costs, and the person now in possession of the property, who may have purchased it from the official owner long ago but never registered it, now has to pay stamp duty based on the current property valuation. There may be income tax liabilities as well, further complicating the transfer, as technically the 'buyer' will have to show where they got the funds to purchase the property, in which they may already have been living for decades following an informally brokered sale. Furthermore, transfers under the 1882 Transfer of Property Act can only be between living persons (Section 5; see also Eggar 1931: 5). If the person whose name is on the deed is deceased, only the legitimate heir or legal representative can transfer the deed to their name in accordance with the inheritance practices of their religious community (MBF 2017: 4; Eggar 1931: 19).

The above regulations entail lengthy and repeated interactions with government institutions and considerable scrutiny of both buyer and seller. The World Bank's report *Doing Business in Myanmar* (2020) put

(Rangoon Development Trust Act 1921 Section 63(1); Pearn 1939: 281). The 2014 Law Amending the Myanmar Stamp Act revoked the surcharge applied in the Rangoon Development Trust Act. In 2017 this was amended again, reinstating the surcharge in the Act. Since 2013, the stamp duty on immovable property sales in Yangon has moved from 7 per cent in 2013 to 4 per cent in 2014 to 6 per cent in 2017 (Lincoln Legal Services 2017; Luther 2017; Law Amending the Myanmar Stamp Act 2014; Law Amending the Myanmar Stamp Act 2017).

the median length of time required to transfer a property in Yangon at 65 days. This is assuming that the property has no occupants, is not mortgaged, is fully owned by the seller, is peri-urban but within the official limits of a municipality, and has no title disputes. Due to all of the above restrictions, plus tax liabilities, and other complications, in 2018 there were only 2,894 official property transfers made in Yangon, exceedingly few transfers for a city of more than 5 million people (World Bank 2020: 27). The vast majority of property transfers occurred between parties outside of the formal system, as will be discussed in the following sections.

Informal property transfers

Informal transactions in Myanmar frequently occur, not only of property but also in relation to lending, remittances or money transfers, and trade. Informal transactions can be attractive because of the legal status of the individuals involved, the legality of the transaction, the legality of the goods or services being transferred or performed, the weakness or inaccessibility of formal institutions, or simply because of the parties' lack of familiarity with formal mechanisms or institutions (Turnell et al. 2008). While Myanmar's financial services remain weak (Turnell 2014), the growing use of technology in banking and financial services⁹ contrasts with the continued use of informal transactions, particularly in property.

Transfers of property frequently occur without registration of the deed of sale, the lease, or other instrument that is required to legally complete the transaction. In the media and according to government representatives, the lack of registration is portrayed as due to a culture of property speculation and tax avoidance amongst the general population.¹⁰ But there are multiple other reasons why Yangon residents would not be able or would not choose to transfer property legally by officially registering the transfer.

9 Only about 19 per cent of Myanmar's population had a bank account in 2015 (Schellhase and Sun 2017: 6), but data from 2017 shows that about 30 per cent of adults 25 and older had an account with a financial institution or mobile-money service provider (World Bank 2017). Reforms to the banking sector have been made to allow for the use of ATM machines, meaning that banks can now issue debit cards (Turnell 2014).

10 For relevant media descriptions and portrayals of the culture of tax avoidance, see: Myat Nyein Aye 2014, 2016a, 2016b; Myat Nyein Aye and Ko Ko Aung 2015; Kyaw Hsu Mon 2014; Zay Yar Lin 2016a and 2016b.

Many property buyers and sellers in downtown Yangon may have no understanding of the legal requirement to register property, such as those buying the right to occupancy of an apartment where the landowner did not change in the transaction. For many residents contracting informal property transfers whom I interviewed in Yangon, the sales contract is considered a legal document, even without registration. If transacting parties use a lawyer to draw up the contract and a realtor to broker the deal, the property transfer is regarded as legal and formal by those contracting it, even if it is not regarded as such in the eyes of the state. Furthermore, Section 53a of the 1882 Transfer of Property Act allows for part execution of a contract involving immovable property if the buyer or transferee is in possession of the property, even if the instrument is not yet registered. This allows residents to possess property based on an unregistered sales contract without fear that they will be dispossessed by the transferor (The Nation 1964), providing fairly strong security of tenure for most practical purposes.

There are multiple reasons why property may go unregistered. Owners may have bought or sold occupancy rights or other rights that were not legally transferrable at the time (Boutry et al. 2017), such as individual apartment units. The buyer's or the seller's citizenship status may have prevented many property owners from transferring property through official channels (Rhoads 2019). Changes regarding who was eligible for Myanmar citizenship with the passing of the 1982 Citizenship Law, and changes limiting property transfers to citizens in the 1947 and 1987 Transfer of Immovable Property (Restriction) Acts limited the pool of people who could legally transfer property (Rhoads 2020). Both in cases of the sale of rights which were not legally transferrable, and where property is transferred between parties classified post-1948 or post-1982 as 'foreigners', there are large incentives to stay under the radar of the state so as to avoid the risk not merely of tax liabilities, but also of property confiscation.

But the efforts of Yangon residents to avoid interactions with state institutions and their unfamiliarity with regulations are not the only reasons why the sale of property goes unregistered. Outside of issues relating to state institutions like the cost of registration, or the difficulties in proving citizenship, inheritance disputes and lost records plague property transfers. Most properties in Yangon do not have a clear chain of ownership, and those that do often have an unregistered chain of

ownership documents (MBF 2016: 9). Andrew Scherer (2015) found that informal property transfers in Yangon occur, and property transfers go unregistered, because unclear ownership status precludes the ability to contract a formal property transfer. A legal property transfer cannot be completed using a chain of unregistered sales contracts, even if the current relationship between buyer and seller is documented, as it is unclear if the transferor actually has the legal right to make the transfer. Thus, for many Yangon properties, the only option for transferring property may be informal, and even if buyers would like to register their ownership, they may be unable to, due to the property's past.

Mutual understanding: Brokering informal property transactions

The use of *pweza* in property transactions does not only reflect an aversion to formality but also highlights both Yangon residents' underlying distrust of the legal system as well as their general exclusion from it. This is particularly clear in property cases because all Myanmar residents are involved in real estate in some way. Everyone has a relationship to property in some form whether as tenants, squatters, occupants, guests, heirs, purchasers, sellers, or owners. Informal transactions between private individuals based on mutual agreement and understandings rather than contracts secured by state institutions remain the primary mode of transferring property.

Most informal transactions involve an element of *nalehmu* between parties. Literally, *nalehmu* refers to an abstract idea of 'an understanding' (as a noun). It can be used to describe a range of informal social, institutional, or business relationships based on mutual understanding. These can include activities as diverse as corruption; sharing space in an apartment; or not interfering with your neighbour's religious practices (Roberts and Rhoads 2018). Thawngmung (2011: 646) defines *nar-lai-mu* (sic) as 'an informal and tacit agreement struck with authorities, service providers and business partners to overcome constraints, whether natural or institutional, in order to utilise the opportunity to fulfil individual and collective needs.' *Nalehmu* transactions or property access arrangements are based on mutual understanding and trust, often supported by kinship, religious, friendship, neighbourhood, or ethnic networks. *Nalehmu* arrangements may be supported by state law or in

contravention of it and serve as a form of *de facto* ownership or locally recognised property rights (Campbell 2019: 8; Rhoads 2019). While the practice of using *nalehmu* in everyday life is widespread in Myanmar, it is a particularly useful concept through which to explore dispute resolution and property transactions. When parties cannot rely on social or geographic proximity to secure a transaction based on *nalehmu*, *pweza* serve as useful intermediaries between them, securing a transaction between people who are outside of each other's personal networks.

Access to formal justice in the informal property market

Historically, not being able to legally transfer property due to lack of documentation meant very little, as property sales occurred under the table throughout the socialist period (1962–1988) and before (e.g. Boutry et al. 2017). People traded properties within their own communities and created informal agreements based on mutual understanding (*nalehmu*) that allowed them to transfer properties without official paperwork and in contravention of regulations (Campbell 2019; Rhoads 2019; Simone 2018: 36). However, problems arise when there are disputes over property or a need to prove ownership, including in requesting building or renovation permits; fights against confiscation through eminent domain or extra-legal seizure; divisions of property in divorce or inheritance; or when there is joint liability for taxation.

As detailed above, immovable property sold or leased in Yangon is subject to payment of stamp duty before a legal transfer of property takes place. The 1899 Stamp Act requires the payment of stamp duty for any contract to be considered valid or admissible as evidence in court (Section 35). This includes contracts for joint ventures, leases, and sales contracts for immovable property. A stamped lease or deed of sale allows both parties to defend themselves in court, if suit was brought against them, but a registered lease is necessary to initiate court proceedings (49(c) Registration Act 1909).¹¹ This leaves few, if

11 Excepting specific instances under the 1877 Special Relief Act and the 1882 Transfer of Property Act. Interestingly, the Transfer of Property Act (Section 53A) allows for protection of the immovable property of the transferee from the transferor in the case of an unregistered transfer if there is a contract in writing and the transferee has already taken possession of the immovable property.

any, avenues for formal legal recourse if either party does not uphold contractual elements of an unregistered lease or sale.

Pweza interviewed in Yangon and the local media report that buyers and sellers are paying some tax.¹² Prior to changes in property valuation from the Internal Revenue Department in 2013,¹³ buyers and sellers made two sets of sales contracts, one with the real price, and one with a lower price, which was used for paying stamp duty (Myat Nyein Aye 2014; Yu Wai 2017). While stamp duty was paid on the sales contract, the name on the registered deed did not change because the deed of sale was never registered. Those who have paid stamp duty on their property can defend themselves in court if they are ever sued for eviction, but they would not be able to sue others for eviction from their property, as, without a registered deed, they cannot initiate a suit. In these types of cases, the role of informal brokers becomes exceedingly important in guaranteeing the informal property market.

The role of informal brokers

Pweza are engaged in all types of property transactions. In formal transactions they may be responsible for processing building permits, assisting property buyers in their dealings with state institutions by registering the deed of sale, or assisting buyers and sellers in creating a power of attorney to transfer property without a deed of sale (and incurring a lower stamp duty) (Myat Nyein Aye 2016a; Waldie n.d.: 13; Zay Yar Lin 2016a, 2016b). Brac de la Perrière (2014: 75) has described the position of broker as ‘acting on behalf of ordinary people in formal procedures or in transactions.’ Often these brokers are lawyers or real estate agents, but they can also be acquaintances of the property owner who are well-versed in what it takes to interact with government authorities. This could be as simple as someone literate and fluent in

12 This chapter does not address municipal property taxes, as these taxes are not relevant to the transfer of the property, but such taxes would be assessed on properties after purchase or occupation. For more on municipal property taxes, see: McDonald & Arkar Hein (2017).

13 As property buyers were routinely under-reporting the sale price on property transfers when reporting to the Internal Revenue Department to pay stamp duty and income tax, in 2013 the Internal Revenue Department made an assessment list for each of Yangon’s neighbourhoods to be used for valuation of property for tax purposes (Myat Nyein Aye 2016b).

Burmese. Particularly in ethnic minority communities, a broker may be someone who has gone through government school and can navigate government offices and authorities on behalf of less integrated community members (Rhoads in press). Such a go-between has a foot in both worlds – able to speak the language of the state as well as that of their local community. Sometimes *pweza* may be a tenant in a building who may help to find new tenants when there are vacancies. In other cases, someone may be a good broker due to their social connections: they may be a former government official or the family member of an official; someone with a well-placed patron; or someone well-known in the neighbourhood.

Pweza can range from established real estate agencies registered as businesses and unregistered real estate agents with semi-formal offices, at the more formal end of the spectrum, to unregulated individuals working infrequently and assisting in transactions using their social networks. In many areas of Yangon, *pweza* do not have formal offices but work from their flats, or, in many cases, a teashop, betel nut stand, or, in the days before widespread cellular phone service, a phone shop. Each neighbourhood, and often, each ward, has an individual or a group of *pweza* who are known to be knowledgeable about available flats for rent or properties for sale, as they frequently act as intermediaries in these transactions. Their real trade is not in housing but in connections and information. With no formal regulation of the real estate services sector, both formal and informal transactions ultimately rely on trust and on information flows between brokers, buyers and sellers (see Zay Yar Lin 2016c).

The most common word used for broker, is *pweza*, which in Burmese is a pejorative word referring to the taking of commissions (Brac de la Perrière 2014: 77)¹⁴ However, due to the pejorative connotation, *eain*

14 Brac de la Perrière (2014: 77) translates *pweza* as ‘eater of the plate’. While I am not a linguist, in my research, I found multiple other suggestions as to the etymology of *pweza* including ‘someone who eats from a festival’ (or ‘ceremony’), referring to the role of the *pweza* in bringing people together or making an event happen, and then receiving some sort of financial or in-kind benefit in return; taking a cut of the table (as in gambling); and as *pwe-ka beniq yawk sa ma leh* – a common question asked during a transaction involving multiple *pweza* meaning ‘how many people will eat from this portion fee’ – or how many will be taking a cut? While the social history of *pweza* and the origin of the term may be a topic for further research, whether referring to eating portions, plates, making events, or otherwise, the general sense amongst both *pweza* and those who use their services is that ‘*pweza*’ refers to someone who does something in return for a commission.

pweza often refer to themselves as *eain a-cho-saung*, which is closer to ‘estate agent’. There are multiple words in Burmese, in addition to *pweza*, to describe someone in a government office or someone familiar with government institutions who can help you to get something done (such as *a-thi* and *a-ket*). These actors may broker a deal on the side but have a primary role or occupation that is not commission-based. A variety of these types of connections may be employed both in property transactions and in settling disputes related to property.

Brokers are often involved in transactions that bridge formal and informal property relations. A broker may be used to negotiate with a landowner to accept a new tenant in a building when an apartment is sold, or to obtain permission from neighbouring residents before construction begins (Myat Nyein Aye 2016). In such cases the landowner and the neighbours often request fees for their signatures. My empirical analysis illustrates that *pweza* are not just intermediaries between the state and ordinary people but also perform the role of informal intermediaries and in many cases serve as mediators between private parties.

In some areas, particularly in Yangon’s outlying townships, *pweza* involved in land or informal housing transactions may simultaneously serve in government roles (Boutry et al. 2016). It is common for *pweza* in these areas to also play the role of the 10- or 100-household leaders, often with the tacit approval of the ward administrator (Forbes 2016: 219; Kyed 2019: 84; see also Simone 2018). In some cases, *pweza* may be the ward administrator, or the ward administrator may receive a share of the *pweza*’s commission to approve a lease or sale. In other areas ward level political party representatives may be involved as property brokers (see Kyed 2019: 84). Those community members viewed as the most secure and powerful patron able to protect one’s property transaction will vary. Even in an informal transaction, the presence of and ‘permission’ from local government officials or party officials lends an air of formality to the transaction, with the result that those involved in the transaction may perceive it to be legally binding.¹⁵ In lower-income areas, like Yangon’s outlying townships, there tend to be more ‘brokers’ involved in transactions, perhaps because property is more tenuously held and therefore needs more intermediaries to secure it. This has significant repercussions. Every person involved in making

15 For an example, see the recent case in Dagon Seikkan (Win Zar Ni Aung 2019). See also explanations in Boutry et al. (2016).

the social connection between the person who has land or housing and the person who ultimately purchases or rents it requests a cut of the transaction. As the chain of responsibility and social connection is diffuse, if problems occur later it is less likely that any of those involved will assist in resolving disputes.

Unregistered transfers commonly occur with the sale of apartment units (Zay Yar Lin 2016a), which means that there is no way to check if the seller actually has the right to sell any given property (Lincoln 2017). The uncertain and unregulated nature of apartment unit ownership is made less risky by the use of informal intermediaries or brokers who are acquainted with both buyer and seller. In some property transactions, multiple brokers are involved, representing the buyer, the seller, and, in the case of apartments, the landowner. In other transactions there is just one *pweza* as go-between. In vouching for the party they represent, or for both parties in some cases, brokers rely on their social capital (Putnam 1993), generating the trust necessary for an informal transfer to proceed without recourse to formal justice in the case of a breach of contract. This sense of trust brokering is important in the *pweza's* ability to continue their trade (Brac de la Perrière 2014: 77).

The rate charged by *pweza* is high because they are witnessing the transaction and putting their name and reputation on the line if it should fall through. In some cases, *pweza* may be the ultimate arbiter in the event of a dispute between buyer and seller or landlord and tenant. While the sale or lease may be completed, there could be other issues with the property, eviction threats, maintenance and renovations, or a lease could need renegotiating. A long history of unregistered transactions on a property means there may be no reliable way to do a title search, and people may lay claim to property years after a transaction is completed. Furthermore, as Myanmar uses a deed registration system rather than title registration, what is registered is simply the deed of sale, not all the other interests there may be in the property. There may be an existing lease, a mortgage, or a right of way that the seller has not disclosed to the buyer, or of which no records were available to the buyer at the time of purchase. The *pweza* is thus as close as one may come to an insurance policy for disputes involving informal property transactions in Central Yangon, as parties are usually precluded from using the formal justice system, since they lack official documentation of the transaction. This happened in a case that I came across during

fieldwork, where a mutual friend had agreed to serve as a *pweza* between two friends enacting a high-end property transaction in Yangon, as described in what follows.

Case of dispute over a property transaction

A *pweza* brokered a transaction between a buyer and a seller for a plot in an expensive area of Yangon, but the original deed was very old. The seller did not disclose to the buyer that there was a government right of way on the property, which did not appear on the deed of sale. After the sale was completed, the buyer began construction on the plot before applying for a building permit and was subsequently fined by the municipality for building without a permit. When she was cited and fined, she was also informed that part of the building site she had purchased was government land, meaning that she was not the legal owner of that part, despite what her sales contract stated. The buyer was understandably angry with the seller, as a portion of the property she had been sold could in fact not be legally used as she wished. Rather than go to court and potentially further implicate herself in building on government land without a permit and perhaps other violations, however, the buyer called the friend who had served as the *pweza* and asked her to intervene. The *pweza* spent a year negotiating between the two parties and they reached a *nalehmu* agreement similar to a settlement out of court, but with the *pweza* rather than a lawyer as the mediator. The seller ultimately agreed to refund part of the purchase price to the buyer to make up for the piece of unusable government land.

This case was a formal property transfer in that the deed of sale contained the new owner's name, the transaction was registered with the relevant authorities, and relevant taxes were paid. But when a problem arose, the *pweza* played the role of an informal mediator or 'justice broker', rather than the parties taking the case to court. Even in formal transactions, using a *pweza* as a mediator may prove to be quicker and more flexible than the formal legal system, which can easily take two to three years in the court of first instance (World Bank 2020: 27) and it allows both parties to avoid the courts. In the above case, even though the buyer did not know that she was building on government land, the fact that she did not apply for the right permit might, if she had filed suit against the seller, have brought government scrutiny upon her, which

would have caused her problems. In hoping to avoid further scrutiny and potential fines from state actors, she chose to negotiate a settlement through the *pweza*. In informal property transactions there is no choice between formal and informal; the *pweza* is the only source of dispute resolution available to the parties, as their informal documents do not allow them to initiate proceedings in court.

Another case illustrates what happens when a *pweza* is unwilling to serve as intermediary in a dispute or is unsuccessful and negotiations break down.

Case of dispute concerning property demolition and redevelopment

A landowner in Yangon wanted to tear down their colonial house and replace it with a taller apartment building. There were existing tenants in the building, and they came to an agreement whereby they would receive flats in the new building. The landowner brokered an agreement with a contractor and, after the new apartment was built, all existing tenants claimed their flats in the new building. Usually in an agreement like this the landowner does not sell the land to the contractor nor does he pay for the cost of the new building. The landowner offers the land free of charge to the contractor and the contractor builds a new apartment block. Rather than charge the landowner for the cost of construction, the cost of both the land and the construction are recouped through an agreement between the landowner and the contractor to split the flats in the new building between them to sell or lease, to turn a profit on the new construction. In recent years, contractors have also pre-sold flats to raise money for construction. But without formal documentation of property ownership there is no recourse for flat buyers who are defrauded by contractors who build without a permit or are unable to complete construction (Ei Thandar Tun and Zin Thu Tun 2016). The new building was several storeys larger than the old building and several flats remained empty after the existing tenants were allocated flats. But the contractor and the landowner could not reach a compromise as to how to divide the empty new flats between them. Some 15 years later the dispute is unresolved and the flats are unoccupied and locked, so that neither the landowner nor the contractor can use them. As there is no legislation regulating these informal arrangements between contractors

and landowners, and the *pweza* was not successful in mediating between the parties, both formal and informal dispute resolution failed.

Regulation and efforts to formalise the role of *pweza*

In 2019, a draft bill to regulate real estate brokers was submitted to the Union parliament (Htoo Thant 2019). The bill, drafted by the Myanmar Real Estate Association, an industry body established in 2012, was intended not only to regulate the industry but to dictate who can become a broker, through a licensing body and licensing exams in up to eight subjects. The bill includes provisions for setting fees for brokers and for protecting brokers in case their fees are not paid. It allows brokers to act as agents for their clients in securing mortgages from state and private banks. The bill does not contain any consequences for brokers who raise fees or violate their contracts (Yee Ywal Myint 2018). Proponents of the bill claim that due to the lack of regulation of the sector, property transactions must involve trust between buyers, brokers, and sellers, and this leads to weakness and inefficiency (Zay Yar Lin 2016c). They claim that regulating the industry would cap broker fees and require brokers to pay taxes on their income from property transactions. A licensing scheme would help to professionalise the industry while signalling to potential clients which firms or individuals they should trust.

Another industry-sponsored bill, currently under consideration, is the Apartment Law, sponsored by the construction industry. The bill is an effort on the part of the industry to provide more certainty for apartment purchases, in the hope that individual apartments can be registered like land and used as collateral for lenders. A law regularising trade in apartments would allow for legal recourse in the event of a dispute as well as certainty of ownership, as the deed of sale for an apartment could be registered. Most helpful of all for the industry, apartments would be able to be used as collateral with lenders, which would allow for mortgages on individual apartment units and stimulate a sluggish real estate sector (Htet Shine 2018).

Pweza fulfil a vital, yet unregulated and sometimes controversial role in the day to day transactional life of Myanmar residents. However, the lack of regulation allows unscrupulous *pweza* to operate with a level of impunity that is limited only by their network of contacts and reputation rather than any fear of legal sanction. This is generally adequate,

perhaps more than adequate, as reputational damage can be seen as more damaging and more likely than swift justice. Regulation of *pweza* will likely narrow the current role of *pweza* as broker, fixer, mediator, and real estate agent to that of real estate agent alone, limiting their ability to be involved in dispute resolution and thus relegating disputes to government offices or the court system. Such regulation and formalisation of the real estate sector will most likely strengthen the landlord's hand in landlord-tenant relationships as they will be more likely to be familiar with formal dispute resolution mechanisms and have the time and money to file cases.

However, for those dependent on the informal market, such formalisation of real estate brokers may further silo the more trustworthy *pweza*, potentially confining them to the formal real estate market. An even more inequitable system of property transactions may develop, with stark divisions between formal and informal transactions and formal and informal justice when disputes arise. While the Apartment Law might provide further clarity for new buildings, purchasing existing apartments with a chain of unregistered deeds of sale would likely continue to be handled informally. This stark division between registered real estate brokers and new build apartment buildings and unregistered brokers conducting informal transfers of apartments in older buildings would contrast with the current situation available to buyers and sellers, where they can mix and combine elements of formal and informal transfers in any transaction. The ability of *pweza* to cultivate diverse social contacts enables them to draw up informal contracts and allows for a guise of formality through sales contracts and informal arbitration, as well as enabling them to shepherd buyers and sellers through formal registrations and transfers.

Conclusion

James (2011: 336) argues that brokers are found 'in a setting where the state intervenes', both as a means of facilitating the market and ameliorating inequities. This chapter shows that brokers in Yangon do not only mediate between the state and the people, but broker mutual agreements between individuals, often leaving state authorities out of the equation entirely. In Yangon, the existence and use of brokers in property transactions reflects continued distrust in formal institu-

tions, which may be neither fair nor easy to navigate, if they can be employed at all. But this avoidance of the state comes with a cost. Those contracting informal property transactions with *pweza* have only the negotiating skills, connections and reputation of the *pweza* to fall back on in the case of a dispute. Without formal property transfers, parties are precluded from accessing the courts to resolve any disputes arising over their property rights. In the context of the general weakness and heterogeneity of the application of the rule of law in Myanmar, informal agreements offer security of tenure and transactions that allow residents to exchange and make productive use of their assets. Increased regulation of *pweza* may only serve the wealthiest and most well-connected property actors, adding to, rather than decreasing the overall precarity of property claims, and further restricting access to property-related dispute resolution for the majority of Yangon residents.

The distinction between formal and informal property claims may be an ineffective way of categorising the diversity of transactions and tenure practices seen in Yangon. Such a distinction of a formal/informal binary immediately makes one inferior, transient, and less relevant – a practice that exists in unregulated spaces rather than deregulated spaces (Roy 2009). Such categorisation erases the possibility of informality as a strategic choice, practical necessity, or response to legal and political change (Rhoads and Wittekind 2018). Rather than grades of formality, an alternative model might be to think in terms of legal pluralism (or living heritage), as do other contributors in this volume. Property transfer practices have evolved over time through layers of law, state practice, and local customs, making *pweza* an integral part of urban property relations and property dispute resolution.

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References

Asian Development Bank (ADB)

2019. Financing Affordable Housing in Yangon. Manila: Asian Development Bank.

Bentham, J.

1843. 'Principles of the Civil Code.' In John Bowring (ed.), *The Works of Jeremy Bentham Vol. 1*. Edinburgh: William Tait. www.laits.utexas.edu/poltheory/bentham/pcc/index.html.

Bo Bo Nge

2020. 'Urban real estate and the financial system in Myanmar.' In P. Chachavalpongpun, E. Prasse-Freeman & P. Strefford (eds), *Unraveling Myanmar's Transition: Progress, Retrenchment, and Ambiguity Amidst Liberalization*, pp. 111–135. Singapore: NUS Press.

Boutry, M., Khin Pyae Sone, Sung Chin Par, & Tin Myo Win

2016. *Land Dynamics and Livelihoods in Peri-Urban Yangon: The Case of Htantabin Township*. Yangon: GRET.

Boutry, M., Allaverdian, C., Mellac, M., Huard, S., U San Thein, Tin Myo Win, & Khin Pyae Sone

2017. *Land Tenure in Rural Lowland Myanmar. From Historical Perspectives to Contemporary Realities in the Dry Zone and the Delta*. Yangon: Gret.

Brac de la Perrière, B.B.

2014. 'A woman of mediation.' In W.-C. Chang & Eric Tagliacozzo (eds), *Burmese Lives: Ordinary Life Stories Under the Burmese Regime*, pp. 71–82. Oxford: Oxford University Press.

Briggs, A. and A. Burrows.

2017. *The Law of Contract in Myanmar*. Oxford: Oxford University Press.

Cheesman, N.

2011. 'How an authoritarian regime in Burma used special courts to defeat judicial independence.' *Law and Society Review* 45(4): 801–830.

2015. *Opposing the Rule of Law: How Myanmar's Courts Make Law and Order*. Cambridge: Cambridge University Press.

Di Certo, B.

2013. 'Signing a lease: What you need to know.' *The Myanmar Times* 20 October. www.mmmtimes.com/business/property-news/8512-signing-a-lease-what-you-need-to-know.html.

Campbell, S.

2019. 'Of squatting amid capitalism on Yangon's industrial periphery' *Anthropology Today*, vol. 35(6): 7–10.

Crouch, M.

2014a. *Access to Justice and Administrative Law in Myanmar*. Report for USAID as part of the project 'Promoting the Rule of Law'.

2014b. 'The layers of legal development in Myanmar.' In M. Crouch and T. Lindsey (eds), *Law, Society and Transition in Myanmar*, pp. 33–58. Oxford: Hart Publishing.

2016. 'Personal law and colonial legacy: State–religion relations and Islamic law in Myanmar.' In M. Crouch (ed.), *Islam and the State in Myanmar: Muslim–Buddhist Relations and the Politics of Belonging*, pp. 69–95. Oxford: Oxford University Press.

Eggar, A.

1931. *The Laws of India and Burma: Parts 18–2:1 Landed Property (Transfer)*. Rangoon: Supdt., Govt. Printing and Stationery, Burma. British Library IOR/V/27/130/6.

Ei Thandar Tun & Zin Thu Tun

2016. 'Yangon construction market faces unlicensed contractor menace.' *Myanmar Business Today* 4(9). www.mmbiztoday.com/articles/yangon-construction-market-faces-unlicensed-contractor-menace.

Forbes, E.

2016. 'On the frontier of urbanization: Informal settlements in Yangon, Myanmar.' *Journal of Burmese Scholarship*, vol. 1(1): 197–238.

Furnivall, J.S.

2014 [1948]. *Colonial Policy and Practice: A Comparative Study of Burma and Netherlands India*. Cambridge: Cambridge University Press.

Htoo Thant

2018. 'Most court cases resolved in 2017: official.' *Myanmar Times* 16 May. www.mmtimes.com/news/most-court-cases-resolved-2017-official.html.

2019. 'Real Estate Services Bill submitted to parliament', *Myanmar Times*, 1 February. www.mmtimes.com/news/real-estate-services-bill-submitted-parliament.html.

Huxley, A.

1997. 'The importance of the dhammathats in Burmese law and culture.' *Journal of Burma Studies* 1: 1–18.

1998. 'The last fifty years of Burmese law: E. Maung and Maung Maung.' *La-wAsia: Journal of the Law Association of East Asia and the West Pacific* 17: 9–20. www.ibiblio.org/obl/docs/The_last_50_years_of_%20Burmese_law.htm.

James, D.

2011. 'The return of the broker: Consensus, hierarchy and choice in South African land reform.' *Journal of the Royal Anthropological Institute* 17(2): 318–338.

Kyaw Hsu Mon

2014. 'Realtors Predict Rangoon Property Market Slowdown in 2015.' *The Irrawaddy* 30 December. www.irrawaddy.org/business/realtors-predict-rangoon-property-market-slowdown-2015.html.

Keeler, W.

2017. *Traffic in Hierarchy: Masculinity and Its Others in Buddhist Burma*. Honolulu: University of Hawaii Press.

Kyed, H.M.

2019. 'Informal settlements and migrant challenges in Yangon.' *Moussons* 33: 65–94.

Lammerts, D.C.

2018. *Buddhist Law in Burma: A History of Dhammasattha Texts and Jurisprudence, 1250–1850*. Honolulu: University of Hawaii Press.

Lincoln Legal Services (Myanmar) Limited

2017. *Newsletter 27*. www.lincolnmyanmar.com/wp-content/uploads/2017/06/Lincoln-newsletter-27.pdf.

Lund, C.

1999. 'A question of honour: Property disputes and brokerage in Burkina Faso.' *Africa: Journal of the International African Institute* 69(4): 575–594.

Luther

2017. *Myanmar News*. Available at: www.luther-lawfirm.com/fileadmin/user_upload/PDF/Newsletter/Myanmar/NL_Myanmar_November_2017_Stamp_Registration.pdf.

1923. 'Ancient Irish Law: The Law of Status or Franchise' *Proceedings of the Royal Irish Academy*. Royal Irish Academy (36): 265–316.

Maung Maung Gyi

1983. *Burmese Political Values: The Socio-Political Roots of Authoritarianism*. New York: Praeger.

MBF (Myanmar Business Forum)

2016. *Land Working Group – Issues Matrix*. Union of Myanmar Federation of Chambers of Commerce and Industry, Myanmar Business Forum, Urban Land Working Group.

2017. *Land Working Group – Issues Matrix*. Union of Myanmar Federation of Chambers of Commerce and Industry, Myanmar Business Forum, Urban Land Working Group.

McDonald, L. and Arkar Hein

2017. *Managing the Challenges of Rapid Urbanisation: A Review of the Existing Property Tax System in Myanmar*. Policy Brief. Yangon: Renaissance Institute.

Myat Nyein Aye

2014. 'Property values raised for taxes.' *The Myanmar Times*, 13 October. www.mmmtimes.com/index.php/business/property-news/11930-property-values-raised-for-taxes.html.

2016a. 'Real estate agents pin foreign investment hopes and tax consistency on new policy.' *Myanmar Times*, 26 October. www.mmmtimes.com/business/property-news/23244-real-estate-agents-pin-foreign-investment-hopes-and-tax-consistency-on-new-policy.html.

2016b. 'Real estate taxes to jump in coming fiscal year.' *The Myanmar Times*, 29 January. www.mmmtimes.com/index.php/business/property-news/18737-real-estate-taxes-to-jump-in-coming-fiscal-year.html.

2016c. 'Contractors association bands together with YCDC grievance.' *Myanmar Times*, 5 September. www.mmmtimes.com/business/property-news/22308-contractors-association-bands-together-with-ycdc-grievances.html.

Myat Nyein Aye & Ko Ko Aung

2015. 'New property tax rates can spur demand for real estate market.' *The Myanmar Times*, 24 April. www.mmmtimes.com/index.php/business/property-news/14113-new-property-tax-rates-can-spur-demand-for-real-estate-market.html.

Pearn, B.R.

1939. *A History of Rangoon*. Rangoon: American Baptist Press.

Peñalver, E.M.

2011. 'Property's memories.' *Fordham Law Review* 80(3): 1071–1088.

Prasse-Freeman, E.

2015. 'Conceptions of justice and the rule of law.' In D.I. Steinberg (ed.), *Myanmar: The Dynamics of an Evolving Polity*, pp. 89–114. Boulder, Colorado: Lynne Rienner Publishers.

- Putnam, R.D.
1993. *Making Democracy Work: Civic Traditions in Modern Italy*. Princeton, NJ: Princeton University Press.
- Rhoads, E.
2019. Property in Transition: Uncertainty, Agency and Belonging in Yangon, Myanmar. PhD Dissertation, King's College London.
2020. Manuscript submitted for publication. 'Property, Citizenship, and Invisible Dispossession in Myanmar's Urban Frontier'.
forthcoming. Citizenship and Property: Muslim Experiences of Agency and Exclusion in Yangon, Myanmar. *Muslim Minorities in East Asia: Accommodation and Contestation in the Lived Experience of East Asian Muslims*. Amsterdam: Amsterdam University Press.
- Rhoads, E. and C.T. Wittekind.
2018. 'Rethinking Land and Property in a "Transitioning" Myanmar: Representations of Isolation, Neglect, and Natural Decline.' *Journal of Burma Studies* 22 (2): 171–213.
- Roberts, J.L. & Rhoads, E.
2018. Nalehmu: Myanmar's Practice of Everyday Politics. Presentation at the International Burma Studies Conference. Bangkok.
- Roy, A.
2009. Why India Cannot Plan Its Cities: Informality, Insurgence and the Idiom of Urbanization. *Planning Theory*, 8(1), 76–87.
- Schellhase, J. & Sun, L.
2017. *The Banking Sector in Myanmar: An Assessment of Recent Progress*. Milken Institute. assets1c.milkeninstitute.org/assets/Publication/Viewpoint/PDF/083117-MyanmarBanking.pdf.
- Scherer, A.
2015. 'Community preservation and heritage conservation in downtown Yangon: Seven lessons for law and policy.' In *Building the Future: The Role of Heritage in the Sustainable Development of Yangon*, pp. 42–50. Report of an International Conference held in Yangon, Myanmar January. New York: World Monuments Fund.
- Simone, A.
2018. 'The urban majority and provisional recompositions in Yangon.' *Antipode* 50(1): 23–40.
- Stanton, T.
2014. 'Law and economic development: The cautionary tale of colonial Burma.' *Asian Journal of Law and Society*, January, pp. 1–17.

Thang Sorn Poine

2018. 'Gendered aspects of access to justice in southern Mon State.' *Journal of Burmese Scholarship* 1(2): 1–25.

Thawngmung, A.M.

2011. 'The politics of everyday life in twenty-first century Myanmar.' *The Journal of Asian Studies* 70(3): 641–656.

The Nation

1964. *Doctrine of Part Performance Clarified in TP Act Case*. 15 February. Available at: British Library, General Reference Collection Microform, MFM.MC1199B.

Trubek, D.M. & Santos, A.

2006. 'Introduction: The third moment in law and development theory and the emergence of a new critical practice.' In D.M. Trubek & A. Santos (eds), *The New Law and Economic Development: A Critical Appraisal*, pp. 1–22. Cambridge: Cambridge University Press.

Turnell, S.

2014. 'Banking and financial regulation and reform in Myanmar.' *Journal of Southeast Asian Economies* 31(2): 225–240.

Turnell, S., Vicary, A. & Bradford, W.

2008. 'Migrant-worker remittances and Burma: an economic analysis of survey results.' In M. Skidmore and T. Wilson (eds), *Dictatorship, Disorder and Decline in Myanmar*, pp. 63–86. Canberra: ANU Press.

UN Habitat (United Nations Human Settlements Program)

n.d.. *Guidance Note on Land Issues in Myanmar*. UN Habitat: Yangon. www.burmalibrary.org/docs12/Guidance_Note_on_Land_Issues-Myanmar.pdf.

UN Women

2016. *Voices from the Intersection: Women's Access to Justice in the Plural Legal System in Myanmar*. Bangkok: UN Women.

Win Zar Ni Aung

2019. 'Dagon Seikkan's housing blues.' *Frontier Myanmar*, 23 January. frontier-myanmar.net/en/dagon-seikkans-housing-blues.

Waldie, P.

n.d. *Unlocking the Potential of Residential Buildings in Yangon's Heritage Zone*. Yangon: Pyoe Pyin and YHT.

World Bank

2020. *Ease of Doing Business in Myanmar*. www.doingbusiness.org/data/exploreeconomies/myanmar#registering-property.

2017. World Development Indicators, Myanmar. databank.worldbank.org/source/world-development-indicators#.

Yee Ywal Myint

2018. 'Bill to regulate real estate brokers open to public.' *Myanmar Times* 26 June. www.mmmtimes.com/news/bill-regulate-real-estate-brokers-open-public.html.

Yu Wai

2017. 'Homebuyers must be transparent when buying property, say lawyers.' *Myanmar Business Today* 16 May. www.mmbiztoday.com/articles/homebuyers-must-be-transparent-when-buying-property-say-lawyers.

Zan, M.

2004. 'A comparison of the first and fiftieth year of independent Burma's law reports.' *Victoria U. of Wellington L. Review* 35(2): 385.

Zay Yar Lin

2016a. 'Informal contracts risk bite buyers.' *Myanmar Times* 4 January. www.mmmtimes.com/business/property-news/18304-informal-contracts-risk-bite-buyers.html.

2016b. 'Property buyers sacrifice ownership papers to avoid tax.' *Myanmar Times* 1 June. www.mmmtimes.com/business/property-news/20608-property-buyers-sacrifice-ownership-papers-to-avoid-tax.html.

2016c. 'Real estate law headed to Nay Pyi Taw.' *Myanmar Times* 28 October. www.mmmtimes.com/business/property-news/23369-real-estate-law-headed-to-nay-pyi-taw.html.

Legislation

Law Amending the Myanmar Stamp Act, 2014, Pyidaungsu Hluttaw Law No. 15 of 2014, Republic of the Union of Myanmar.

Law Amending the Myanmar Stamp Act, 2017, Pyidaungsu Hluttaw Law No. 19 of 2017, Republic of the Union of Myanmar.

Law Amending the Myanmar Stamp Act, 2019, Pyidaungsu Hluttaw Law No. 32 of 2019, Republic of the Union of Myanmar.

Rangoon Development Trust Act of 1921, Government of Burma.

Registration Act, India Act No. 16 of 1908.

Special Relief Act, India Act No. 1, 1877.

Stamp Act. India Act II of 1899.

Transfer of Property Act. India Act IV of 1882.

Transfer of Immovable Property (Restriction) Act, Burma Act 86 of 1947, Union of Burma.

Transfer of Immovable Property (Restriction) Act, Pyithu Hluttaw Act No. 1 of 1987, Socialist Republic of the Union of Burma.

Union Tax Law, Pyidaungsu Hluttaw Law No. 17 of 2015. Republic of the Union of Myanmar.

Union Tax Law, Pyidaungsu Hluttaw Law No. 22 of 2016. Republic of the Union of Myanmar.

Union Tax Law, Pyidaungsu Hluttaw Law No. 28 of 2019. Republic of the Union of Myanmar.