

# An Analysis of English-Kurdish Tenancy Agreement Translation

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## Abstract

This study investigated some peculiarities regarding Language for Specific Purposes (LSP) in addition to topics such as corpus, and tenancy agreement. Among other aims of the study were why the convention of text types matter in LSP along with an introductory account with regard to genre analysis. An in-depth, corpus analysis was performed in the second part of this paper and this is in accordance to two levels of structures: the microstructure and the macrostructure. In part three, the paper moves on to compare and contrast two texts while the last part probes some possible interpretation issues and this in the text level in the evaluation one. Due to the fact that this study tackled, comprehensively, two dissimilar language texts – English and Kurdish – in terms of tenancy agreement text types, the analysis process was a somewhat difficult task. In other words, the first two tenancy agreement texts were as follows: English Tenancy Text 1 (E1) and English Tenancy Text 2 (E2). The same is true concerning the second tenancy agreement texts in Kurdish as two texts were tackled i.e. Kurdish Tenancy Text 1 (K1) and Kurdish Tenancy Text 2 (K2).

**Keywords:** Tenancy Agreement, Translation Problems, LSP, Macrostructural Analysis, Microstructural Analysis, Texts.

## 1. INTRODUCTION

Generally speaking, a considerable number of documents have been being written in a specialized language especially in the last few forty years or so. Consequently, the demand for having LSP translation has increased; furthermore, interpreters or translators have also become more specialized in various areas of knowledge and they have started to exert a more importance involvement in the production of precise translation or interpretation to meet the market's demands. As an illustration about that, most of the documents found in different legal areas are written in specialized language which includes legal terms or structures; hence, it becomes quite urgent to translate or interpret them to come into terms with

what they mean from a terminological or a contextual perspective. In this context, one can tenancy agreement texts as an illustration to point out the specialized legal language that contains a couple of essential information written to maintain the rights of both the one who lends the land (the tenant) and the one who lease the land (the landlord).

## 2. WHAT IS LSP, WHO USES IT AND WHY/FOR WHAT PURPOSE?

Translation as a field has been through considerable developments and has been a rise in the market regarding specialized translation in order to translate and produce texts that written in a specialized language. When it comes to defining LSP (Bowker and Pearson, 2002), it can be said that it is that language which is present in all languages and which has some variations from the general use of the language when it comes to the terminology and the structures used in it. One of the central aspects of LSP is its lexemes (Borsukova, 2004:10) which stand for a number of terms or words found in a particular area of knowledge or academia and which carry some specialized connotation.

Other aspects which characterize LSP are those different structural, grammatical and linguistic traits from how they are like in general texts. In other words, LSP has a considerable number of vocabulary patterns (collocations) in addition to some specific terms (Bowker and Pearson, 2002). Bowker and Pearson (2002) went also to add some other characteristics such as old-fashion words and some performative structures (speech acts) which hold some implicit interpretations. Regarding the use of LSP, it is used by a multiplicity of individuals such as those are specialized in different fields of knowledge or simply by those who aren't. In this context, an expert as a specialist who has enough and amble information or understanding in a given area of knowledge or academia. On the other hand, unspecialized users of LSP, such as technical texts writers, translators and researchers, do not have an adequate or enough understanding of the language used in specialized texts.

LSP differs from Language for General Purposes (LGP) in different respects. One of these aspects is the fact that LSP is concerned with texts which are produced for an area of knowledge in mind such as texts written for legal, medical or business-related topics (Swales, 1990). Consequently, all what the interpreter has to concentrate on is reproducing such texts while keeping the same function they have or try to communicate. In addition, to Gläser (1995), the sole purpose of LSP texts is normally delivering the stated information, details or meanings. Therefore, it becomes crucial to cautiously read and comprehend LSP texts so that no mistakes or issues are encountered. Bowker and Pearson (2002) differentiate between LSP and LGP as follows: LSP is normally employed for a specific condition or linguistic circumstances and it can only be comprehended or deciphered by those who have a good degree of understanding and knowledge in that field; on the other side of the spectrum, LGP is the language used in every-day situations in different common communities in order to achieve better communication comprehensively with one another and in an effective way when expressing ideas or emotions.

### 3. PROCESS OF COMPILATION OF A CORPUS OF TEXTS

Broadly speaking, a corpus stands for texts that take a written form which is employed to identify a couple of text-related characteristics of a particular linguistic area. A corpus plays an important role in pinpointing LSP lexemes, linguistic patterns, and the mechanism of the language in addition to stylistic textual issues and some translation or interpretation issues. When it comes to the definition of a corpus, it is a “a large collection of reliable and authentic texts of a language in its written form that have been collected in electronic form according to a specific set of criteria” (Bowker and Pearson, 2002: 9). Nonetheless, it is against the laws to post or share official or individual texts related to legal issues which makes the Kurdish corpus difficult to gather from electronic sources. Consequently, while English texts have been collected electronically, the Kurdish ones were gathered by hands.

The corpus types employed in this study are comparative ones, and they are authentic in terms of form. Furthermore, they are similar in terms of function and convention with the English texts. These corpora were attained in English and Kurdish. They are, as a matter of fact, true representatives of the actual texts used. The study data (see Examples/Appendices) are made out of four texts related to tenancy agreement: two in English (E1, E2) and the two in Kurdish (K1, K2).

### 4. TENANCY AGREEMENT

There are two different forms of tenancy agreements: in writing or in speaking. In contrast to written tenancy agreements, the oral ones are not reliable due to having no evidence or proof to say whether an agreement did take place between the parties convened. For example, according to Alcaraz and Hughes (2002), each of the convened parties promise “to give something in exchange for the other party’s promise to give something else in return” (p.126). Consequently, not fulfilling such promises will lead to issues between the two parties when it comes to right

protection. Moreover, a tenancy agreement can also be defined as an agreement between the landlord or the owner of the property (landlord) and a tenant, which indicates the terms and conditions of the agreement” (Garner and Frity, 2010).

It is therefore crucially essential, as it is advised by many experts, to understand and read all the duties and obligations prior to leasing out any property or concluding the tenancy agreement. As a matter of fact, two tenancy agreements can be distinguished (Sproston, 2011) and these are: a fixed-term agreement or a periodic agreement. In the first one, the term of the agreement is set for a period of six months or a year; while with periodic agreements, the period is set for as week to week or a month to month. Furthermore, tenancy agreements have some shared aspects such as the duties, obligations and the address of the landlord; the name and address of the landlord; protecting means of the deposit; information and specifications regarding the amount of the rent and how often the rent should be paid; and the beginning and end of the agreement.

### 5. THE ROLE OF TEXT TYPE CONVENTION IN LSP

In order to understand what and how to translate, the translator asks the client for a short briefing of what to translate to understand the goal of the translation. According to Vermeer (1996) texts are not written for no purpose; therefore, translation aims at pinpointing the type of the text before beginning to translate. Moreover, texts are functional in purpose and possess a couple of characteristics that are made from two different elements than can either be above the text level (i.e. extratextual such as pragmatics) or occurring inside the text (i.e. intertextual such as the semantic, syntactic and stylistic aspects of the text) (Nord, 2005:20).

These categories embedded in all LSP texts and they are important to understand the function of the domain. The text might have different functions and varying degrees of relevance in the translation process (Nord, 1997). This could be seen during the process of analysing the corpus of tenancy agreements.

When it comes to translating texts of a special nature or texts related to LSP, it is important to keep in mind text convention type. The reason it is important is the fact that when the type of the text is decided, translators will be translating accurately and will have the ability to solve different translation issues. In this context, translation is defined as written communicative form that needs the categorization of specific text types (Reiss, 2000). This could be observed while the corpus of tenancy agreements is being analysed.

### 6. THE GENRE / DOMAIN

Collecting the texts is essential in order to have an acceptable corpus so make use of them when carrying out the analysis process. In fact, the texts have the corpus genre, and they are also legal. When it comes to how long each one is, they vary in this regard but the judging factor was how many words each one has. A legal document is related to having two

different entities or more trying to agree and this agreement is concluded and affirmed by having the parties' signature at the end of the agreement (Alcaraz and Hughes, 2002). When it comes to the main aim of tenancy agreement, it revolves around having an agreement between the one who owns the land and the one who is renting the land.

The content of the two texts have a lot of obligations and terms in addition to duties which are ought to be followed by the two entities in the contract. The performative utterances or wordings are employed in tenancy agreements and most of the verbs used are imperative in nature while the informative nature of the tenancy agreement is carried through its communicative function. According to Alcaraz and Hughes (2002), formality is what characterizes legal documents; in this regard, they contain a lot of unused words, grammar and syntax. In other words, tenancy agreement texts have words and language patterns that keep the novelty and complicated nature of the text. When it comes to the style of tenancy agreement, it is primarily formal and they are composed in a language that is easy to be understood and the register type of its document is legal.

## 7. THE ANALYSIS OF THE ENGLISH TEXTS

Carrying out this type of analysis is going to be quite beneficial to have a better understanding of legal language of English; in other words, even though the two texts are legal, the two languages belong to two different legal systems. This is true not only for English but also for different languages in the world. Consequently, it is quite important to have a better understanding of the English legal language prior to translating. In fact, an accurate analysis of the two texts should be performed for the fact that tenancy agreement has a couple of essential features regarding the liability of the two entities trying to have an agreement. For example, To Sager (1993) two main functions can be found in legal texts: An informative function and a descriptive one depending on the readership. Consequently, a tenancy agreement text is regarded as a law-related text that give accounts regarding legal behaviours. For this reason, the texts will be processed and described according to two levels: the macrostructural level and the microstructural one.

### 7.1. Macrostructural Analysis of the English Texts

Analysing the English text is not that difficult when it comes to its macrostructural characteristics for the fact that nearly the whole number of texts make use of identical text-related structure. Centrally, there are couple of similarities between texts in different points. For example, many texts are composed in a clear font using an A4 sheet; moreover, both the name of landlord and that of the tenant are situated on the first page. When it comes to the headings, they are normally composed in capitals in addition to being bolded and given a number to be much clearer (see E1 and E2). Both texts, the English and the Kurdish employ bullet points since the headings are given numbers in addition to the subheadings (see E1 and E2). Furthermore, sometimes the texts contain tables in addition to having some boxes which have to be completed by the two convened entities. Dates can either be found at the end of the last page of the texts or at the top of it. Moreover, there are many empty spaces about some information related to what is being leased by the two parties.

A number of words and headings, in the English text, can be found underlined to stress a couple of essential goals regarding the indents which are employed by texts in a couple of instances to mark the when a paragraph begins. Furthermore, some words, structures or expressions are italicized in tenancy agreement texts (see E1 and E2). Another descriptive of the macrostructural properties of tenancy agreement texts is using logos which are used in a couple of texts. In addition, a lot of texts are information in terms of their convention. Some variation can be found in long texts which have paragraphs which vary in length; such paragraphs will present an explanation regarding regularities, what each party has to be responsible of, the obligations and liability of the agreement. And lastly, both agreeing entities are required to sign the agreement on the last paper.

### 7.2. Microstructural Analysis of the English Texts

While the previous section looked at the text form the macrostructural properties it has, the following section will attempt to study the text type under discussion deeper by approaching its microstructure. Having an understanding of the microstructural properties of texts will aid translators in comprehending the words employed in LSP to generate a precise interpretation in the target language. In particular, the following microstructural issues will be studied: grammar, lexis, speech acts and finally the terms included in both texts.

#### 7.2.1. Syntax of the English Tenancy agreement Texts

The tenses used in tenancy agreement are usually the present simple tense and future tenses. Even though there are a couple of instances of using the past tense, they are primarily employed for establishing the passive voice. Regarding the type of sentences used, they are for the most part sentences written in the active voice or complex sentences. When it comes to their length, they are long and are linked together by means of different punctuation marks to create paragraphs. On the other hand, interrogative and exclamatory sentences are very few in such register. Another thing worth nothing regarding the grammar of these texts is the use of uncontracted or full grammatical forms in contrast to never employing contracted forms. And finally, such register contains a few instances of negative statement which are helpful in pinpoint the tenant the way he/she should treat or behave towards the leased object.

#### 7.2.2. Speech Acts (Performative Verbs)

In addition, speech acts are an additional characteristic of the microstructural feature of tenancy agreement texts; in fact, such texts often use a couple of expressions with a meaning that is not literal or unclear. Speech acts can be defined as those utterances what speakers often use to "perform the actions by the words" (Austin, 1962:55). For instance, one can mention the use of performative verbs that are commonly employed in law-related texts to declare something, or when requesting, promising or pronouncing a decree or decision. Even though speech acts are essential in legal texts, they normally engender some issues for interpreter since performative verbs are employed for other functions other than the literal meaning which they denote. In this regard, Danet (1985) mentions that law-related diction has a tendency for the use of common vocabulary with unfamiliar contents or functions. Such verbs or vocabulary are essential for the

expression or responsibilities and set duties so that the two agreeing entities stay committed to their liabilities. Some of the very common performative verbs employed in legal English texts of a formal nature include: for permitting something, may is used; to express an ability, can is used; and finally to command or express an obligation, both shall and will are used especially in LSP; however, when the context is general, shall and will are used to refer to the future. In tenancy agreement, the use of shall and can is a lot as in (E1 and E2) in the appendices.

### 7.2.3. Common language for specific purposes Words

In tenancy agreement, there are a couple of language for specific purposes words which are specifically used in law-related texts. These common vocabularies are highly important to make a difference between law-related texts and other types of texts. Moreover, they most of the time convey the function, and these are words like: Deposit and Wear and Tear in (E1 and E2).

### 7.2.4. Common Collocations

The collocations are frequently used in the legal texts. According to Sinclair (1991), collocations are combinations of words that, according to the conventions of a given language, are habitually associated. For instance, (agree to, carry out, caused by, comply with, damage to, end of, in accordance with, notice of, part of, required to, responsible for, served on) in (E2).

Another microstructural feature is the use of collocations which are used frequently in law-related texts. To Sinclair (1991), a collocation is a group of words that are associated to one another due to the habit of using them. There are numerous examples that could be mentioned such as in consequence to, in retaliation for, complying with, etc. Some examples found in (E2) include the following: agree to, carry out, caused by, comply with, damage to, end of, in accordance with, notice of, part of, required to, responsible for, served on.

### 7.2.5. Acronyms

The acronyms are abbreviation, which they are often created by taking the initial letters of words or phrases (Crystal, 1995). The tenancy agreements employed a number of acronyms, the most visible acronyms that are used in the English texts are: (Tel.no:) in (E2), and (EG End Terrace) in (E1).

An acronym consists of the initials of different words or phrases where each initial or a combination of letters stand for a complete word or phrase (Crystal, 1995). The most commonly used acronyms in tenancy agreements are: (Tel.no:) in (E2), and (EG End Terrace) in (E1).

### 7.2.6. Intertextual References and Archaic Words

There are also a couple of features that characterise the internal traits of the text. For instance, law-related texts employ the use of references in order to add more information through the use external sources. In this regard, some of the central references in legal texts include (Housing act; 1988 and 1996) in (E2). Another reference-related feature is the employment of archaic words in legal registers. In this context, Tiersma (1999:95) mentioned that due to its employment of archaic words, such words have become part of the English language. For example, we could mention the

adverb (Thereafter) which can be seen in (E1) or the use of (Hereby) in (E2).

## 8. THE ANALYSIS OF THE KURDISH TEXTS

Two Kurdish tenancy agreement texts were analysed. These are dependable and real texts since they were taken from real-estate offices or from people who own lands. The language of the two texts is the Sorani dialect of Kurdish which uses Arabic alphabet, and the two texts are written in official Kurdish (see appendix 2: K1 and K2). These two texts were retrieved from agencies and they possess some terminology related to agreement and which are not explained at length. Therefore, it is important to carry out the upcoming analysis in a more detailed fashion concerning the microstructural and macrostructural characteristics of the Kurdish texts.

### 8.1. Macrostructural Analysis of the Kurdish Texts

First of all, the tenancy, Kurdish agreement texts are all the time composed on an A4 paper. When it comes to the length of the sentences, it is always not long and one can hardly find paragraphs. Such sentences are most of the time written in a good structure and organized in a really neat manner. Kurdish tenancy, agreement texts contain two images of the properties being let, and they are situated on the right and left tops of each paper. Furthermore, between the two images, there are some more detailed information regarding the property state-agent (see appendix 2: K1 and K2). Regarding the reference number, it is all the time situated on the left side of all texts. As for the personal information of the two parties in the agreement, these can be found on the very top. Headings are bolded, but there are not capital letters and no italicized words. All terminologies and terms are given numbers and they make up the central segment of the text. The signature of the first party and of the second in addition to those who witnessed the agreement are to be filled at the bottom of all texts. However, real-estate agencies usually stamp the agreement with a seal and not with a signature (see K1).

### 8.2. Microstructural Analysis of the Kurdish Texts

The microstructural analysis will tackle aspects found in the Kurdish texts and which are related to features like references inside of the texts, some expressions, acronyms, some collocations, words of a special meaning, speech acts and finally grammar.

#### 8.2.1. Grammar and Speech Acts

The syntactic pattern of Kurdish is Subject-Object-Verb, while the main tense used in the present simple tense in addition to using the future. The present simple sentences are written in the active voice; however, questions are not commonly used in tenancy, Kurdish agreement. The sentences are not long and they are composed formally. Moreover, most speech acts are those related to requesting something or commanding something. In this context, the equivalent of (shall or shall be obliged to) one can find the Kurdish term (پابەند بە/ paband be).

#### 8.2.2. Common LSP Words and Collocations

There are many LSP vocabularies or structures used in the two texts; however, some of the clearer ones are: (مولک/mulk) which stands for the word (property) in English and also (ماف/maf) which means (right) (see K1). As for the linguistic

patterns used, there are a couple of them in the two texts such as (دهکەوتنه سهەر/dakaweta sar) means (Fined or forfeit) in (K1).

### 8.2.3. The Fixed Expressions and Intertextual References

Acronyms are not commonly used in Kurdish for the fact that Kurdish is not generative regarding making or establishing acronyms. Moreover, a lot of acronyms will either be not comprehensible or common among either experts or commoners. Furthermore, there a couple of fixed utterances that are generally employed in the multiplicity of Kurdish tenancy agreement texts such as (لایەنی یەکەم و لایەنی دووەم)/layani yakam u layani duwam means (first party and second party). What's more, the two example texts have some references between the paragraphs of the same text as the ones found in in K1 and K2 i.e. (ناسنامە /nas naama) means (identity) or (residence permit).

## 9. COMPARISON BETWEEN THE KURDISH AND THE ENGLISH TEXTS

In this section the differences and similarities between the two corpora will be tackled. When it comes to the macrostructural level, both the English text and Kurdish one have a couple of shared features structurally speaking and content-wise. For instance, both texts employ headings and they contain the personal information related to the first and second party. Furthermore, the two have an address of the property and they two should be concluded by signing them. Conversely, while the Kurdish text uses images or logos, the English one does that in very few instances. Moreover, English agreement texts are composed on two papers or more and the word limit in such texts is longer than those found in the Kurdish text which only uses one paper to write down the agreement. To add up, there is nearly no use for italicized words or expressions in the Kurdish text nor the use of capitalization in contrast to the English one which uses them. Reference numbers and seals are used in Kurdish, tenancy agreements; nonetheless, the English texts do not employ either of the two. Boxes and tables can be found in English agreement texts while they are non-existing in the Kurdish texts.

Regarding the comparison of the microstructural characteristics, there are a couple of similarities between the English text and the Kurdish one in things like the grammatical tenses, the linguistic patterns used and also in speech acts. However, there are a couple of differences as well such as the use of acronyms in the English text in order not repeat something twice; Kurdish does not employ any acronyms in its tenancy agreements. Moreover, English tenancy agreement texts use a number of archaic adverbs while Kurdish concentrate on using new and familiar terms.

## 10. TRANSLATION PROBLEMS

Having some difficulties or issues when translating is something that translators face. In this context, Nord (1997) made the point that there are four different categories of translation problems and these are related to the pragmatic aspect of the language, the convention of language use, the internal features of languages and finally some particular issues related to the text. The following will aid interpreters in overcoming the issues and problems which might occur when they are translating.

### 10.1. Pragmatic Problems

Interpreters will encounter some issues when dealing with Kurdish texts. To start with, sometimes translators employ a word-for-word translation of some names, places and historical events which is an issue related to the pragmatic aspect of translation. For instance, in (K1), there are a few examples such as (گولان/121 Gulan) which refers to a place and translates as (flowers) but it is in reality a residential area and not a park; another example is (اریفون/Ariaphone) which is not supposed to be rendered as a proper name. Some other examples are like the term (ناسنامە/Nas naama) which is primarily used for identification and employed by middle eastern people; however, it should be translated as (Insurance number or a resident permit). In order to avoid ambiguity and make everything clear, the translator has to add some footnotes since the reader could not be familiar with what such terms stand for.

### 10.2. Intercultural Problems

One immediate example of intercultural problems when translating tenancy agreement texts is the currency used in Kurdistan which is the Iraqi dinar (دینار/dinar). In this respect, the translator will have to transform the currency of the target text (e.g. US dollar or UK pound) into the local currency. Furthermore, Kurdish address are not reliant on post codes; instead, properties in Kurdistan have a special number to identify their location. This is quite unlike what is found in the UK which relies on post-codes or some other countries with the same issue. To illustrate, (K1) contains the following digits (121/154) which is an address but could generate an interpretation issue as it seems like a mathematical problem and is not existing in English tenancy agreement texts. One other issue which could be mentioned is the structural properties of the syntax of the two languages. For example, Kurdish texts hardly ever employ punctuations and the length of their sentences and paragraphs is usually not long. This is in contrast to the English texts which have punctuation, longer sentences and paragraphs.

### 10.3. Interlingual Aspects

Since Kurdish texts do not employ abbreviations, acronyms or words, there are no interlingual problems in Kurdish tenancy agreements. Moreover, gender-related pronouns have never been employed in the Kurdish tenancy agreement texts. In order for the translator to know the gender reference, interpreters have to rely on the briefing provided of the first and the second party in order to choose the appropriate English pronouns.

### 10.4. Text Specific Problems

Explicitly is what characterizes the Kurdish text in order not have any ambiguous issues content-wise. Such ambiguities could lead to not having the message fully understood by the first and second party. As a matter of fact, the main purpose of tenancy agreements is to inform, so they should be clear and direct. Furthermore, Kurdish texts do not use any figurative language techniques like metaphors, puns, alliteration or repetition. Consequently, text-specific problems do not generally occur in Kurdish tenancy texts.

## 11. EVALUATION OF TRANSLATION PROBLEMS

First of all, it was found that while Kurdish uses the active voice to carry out demands or requests, tenancy texts of English employ the active voice for other purposes. In order to come around this issue, translators are supposed to employ not

only domestication translation strategies, but also the foreignization ones. For example, in the following sentence:

- کرچی مافی دوباره بهکری دانوهی مولکی بهکر نیپیدراوی نیه بی -  
رهزامندی خاومن مولک.

- The tenant has no right to subletting the property without the permission of the landlord.

## 12. CONCLUSION

This study analysed four different types of texts: two English texts and two Kurdish ones. The texts were of the same genre in that they were related to law, they were both informative in terms of function, and finally they were about carrying out an agreement. It was found that they, for most the time, have the same characteristics. Furthermore, it was illustrated that having a firm understanding of corpus is highly essential in order to pinpoint the vocabulary that have special meanings or connotations in addition to grammatical patterns, performative utterances and finally some instances found in the same texts. The detailed structural examination was concentrated and demanding since law-related vocabulary and structures are the same when looking at the characteristics related to the micro-structural level of the text. It was found that the two texts different in that respect which can engender a lot of interpretation issues. In particular, these translation issues were categorized in four different divisions and they were tackled one after another. In the final run, one of the interpretation issues related to the Kurdish sentence were assessed as being a specimen of the Kurdish corpus.

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