

Technovators Construction and Property Management

# Lease Agreement

2020



## Rental Agreement

1. Parties The parties to this agreement are the Landlord:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Phone Number \_\_\_\_\_

The tenant:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Phone Number \_\_\_\_\_

2. Property Landlord rents to Tenant dwelling located at:

Address: \_\_\_\_\_ City: \_\_\_\_\_

3. The term of this lease shall be \_\_\_\_\_ commencing on: \_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_ (year) until \_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_ (year). A notice of intent to renew must be served by the tenant at least three months prior to the end date of the lease agreement. Failure to do so will give liberty to the Landlord to advertise the property as "for Rent".

4. The rent shall be MK \_\_\_\_\_ /month payable on the \_\_\_\_\_ day of every three month period, in advance, so long as this lease is in force.

5. Security Deposit: Upon the execution of this Agreement, Tenant shall deposit with Landlord the sum of

\_\_\_\_\_ Malawi Kwacha (MK \_\_\_\_\_)

Receipt of which is hereby acknowledged by the Landlord, as security for any damage caused to the premises during the term of the lease. Such deposit received by the Landlord shall be held in a separate interest-bearing account in a bank, located within Malawi under such terms as will place such deposit beyond the claim of creditors of the Landlord. Such deposit shall be returned to the Tenant, with interest at the rate of five per cent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held, and less any set off for damages to the Premises upon the termination of this Agreement.

6. All rents and all notices which shall be in writing, shall be given to the Landlord at:

\_\_\_\_\_  
(Landlords representative) (Address) (Phone)

In case of emergency, Tenant shall contact the following person:

\_\_\_\_\_  
(Name of Contact) (Address) (Phone)

#### **TENANT AGREES**

1. Use of Property Tenant shall use the property for residential purposes only. Tenant agrees not to engage in or permit any household members, relatives, guests, invitees or agents to engage in any unlawful use of the dwelling unit, common areas or grounds.
2. Notice of Absence from Unit Tenant shall notify the landlord in writing if the dwelling unit will be left unoccupied by at least one adult household member for a period of longer than 30 days, and shall advise Landlord how to contact Tenant during such period.
3. Tenant's Duty to Maintain Premises The Tenant shall maintain the premises in a clean and neat condition and at all times.
4. Alterations No substantial alterations, addition or improvement shall be made by Tenant in or to the dwelling unit without the permission of Landlord in writing. Such consent shall not be unreasonably withheld, but may include the Tenant's agreeing to restore the dwelling unit to its prior condition before moving out.
5. Subleasing Tenant shall not assign this agreement or sublet the dwelling unit without the written consent of Landlord. Such consent shall not be withheld without good reason. This paragraph shall not prevent Tenant from having guests for reasonably short periods of time.
6. Termination Upon termination of this agreement, Tenant shall vacate the premises, remove all personal property belonging to him/her and leave the premises as clean as she/he found them, normal wear and tear and damage by unavoidable casualty excepted, and return all keys to Landlord immediately upon vacating. The tenant agrees that any personal property left in or about the premises after the Tenant has vacated shall be considered abandoned property, and the Landlord may sell or otherwise dispose of same without liability to the Tenant.
7. Permission for Landlord to Enter Unit Tenant agrees to allow landlord or its agents to enter the dwelling upon reasonable advance notice in order to inspect the premises, to exterminate for pests, to make repairs or to show the premises to prospective tenants, purchasers, mortgagors or their agents. The Tenant will not be unreasonable in denying entry. Landlord may also enter the premises without prior consent if it appears to have been abandoned by the tenant or in case of emergency, and otherwise permitted by law or court order.

#### **LANDLORD AGREES**

8. Maintenance of Dwelling The Landlord agrees to maintain the premises in a structurally sound condition. Substantial violations of said agreement shall constitute grounds for abatement of rent.
9. Destruction of Premises if premises are rendered uninhabitable by fire, flood or other natural disaster during the term of this agreement, this agreement shall be thereupon terminated.
10. Notification of Termination Landlord shall not terminate this lease except for serious or repeated breach or tenant's obligations hereunder. In cases of non-payment of rent, Landlord may terminate the tenancy by a 14-day written notice to vacate. In all other cases, Landlord may terminate the tenancy by a 30-day written notice to vacate.

#### **CHANGES**

11. No changes or additions to this lease shall be made except by written agreement between Landlord and Tenant. This lease and any attachments represent the entire agreement between Landlord and Tenant.

WHEREFORE, We the undersigned, agree to this lease, by signing two copies (one to be kept by Tenant and one by Landlord).

**LANDLORDS**

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(signature)

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(date of signature)

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(signature)

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(date of signature)

**TENANTS**

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(signature)

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(date signature)

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(signature)

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(date of signature)