Fixed-term residential tenancy agreement (SAMPLE)

No. _____

The contract enters into force once the landlord has signed the contract.

LANDLORD
Name: _____
Registration code: _____
Address: _____
E-mail: _____
Phone: _____
Bank account: _____

TENANT
Name: _____
Identity code: _____
E-mail: _____
Phone: _____

1. OBJECT OF THE CONTRACT

1.1 The parties enter into the present Housing Lease Agreement (hereinafter referred to as the Agreement) as follows:

1.2 The Landlord confirms that he/she has the right to enter into this Agreement in accordance with the terms and conditions set out below and that no third party has any right to use or dispose of the Dwelling Unit which is the subject of this Agreement or any legal basis for claiming such rights.

1.3 By this Agreement, the Landlord grants to the Tenant, for a consideration, the temporary occupation of the Premises owned by the Landlord in the following location [building address] _____, apartment nr [flat number] _____, overall surface [total area] _____ m² (hereinafter referred to as the Premises).

2. DELIVERY AND CONDITION OF THE CONTRACT GOODS

2.1 The Landlord shall hand over the Premises to the Tenant with water and sewerage systems in good order and proper functioning, with heating, ventilation and electrical systems in good order and suitable for the intended use.

2.2 The Landlord shall make the Premises available to the Tenant for occupation as of [start date] _____ until [end date] _____.

2.3 The Premises shall be delivered to the Tenant in the same good condition as when the Premises were inspected. The handover of the Dwelling to the Tenant shall be effected on the basis of a hand-over and acceptance certificate which shall record the condition and composition of the Dwelling at the time of the conclusion of the Contract. The act of handing-over and taking-over shall form an integral part of the contract and shall not have independent legal effect.

2.4 When the Premises are handed over to the Tenant, the Tenant shall have the right to notify any defects in the Premises by e-mail within 15 days. The Landlord must be contacted immediately regarding any defects that have arisen during the rental period. The Tenant shall be responsible for any defects that have arisen during the rental period and have not been notified and shall cover the costs of removing the corresponding defects. The Landlord shall have the right to report by e-mail within 15 days of the expiry of the Agreement any defects in the Premises which were not noticed at the time of handover and which were not notified by the Tenant.

2.5 Persons nominated by the Tenant shall occupy the Premises. If more adults wish to live in the accommodation than the Landlord has provided for, the following will be payable in addition to the monthly rent for the additional person [extra person fee] _____ euros.

Residents:

[residents: name, identity code] _____

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2.6 Pets are allowed if they do not disturb neighbours or damage the dwelling and the conditions for keeping them comply with the rules. Any damage caused by pets must be repaired by the tenant or paid for by the tenant and repaired by the landlord. Pets: [pets] _____.

3. RENT, SERVICE CHARGES AND SECURITY DEPOSIT

3.1 The Tenant undertakes to pay the Landlord, for the use of the Premises, a monthly rent equal to the sum of [monthly rent] _____ € (hereinafter referred to as the "Rent"). The rent does not include and is exclusive of VAT.

3.2 The Rent shall be payable for the current month by the 20th day of the preceding month. The Rent shall be paid by the Tenant to the Landlord's bank account. Rent and utility charges cannot be paid in cash.

3.3 The rent shall be payable from the date specified in the tenancy agreement.

3.4 Incidental expenses shall be calculated and the Tenant undertakes to pay them from the date of the transfer of direct possession, the signing of the handover-acceptance act.

3.5 In addition to the rent, the Tenant shall pay for the services consumed in the Dwelling Premises as indicated on the invoice provided by the service provider (hereinafter referred to as the "Incidental Expenses"), i.e.: electricity (as indicated), general electricity for the Dwelling Premises, hot water (as indicated), cold water (as indicated) and sewerage, heating, refuse collection, cleaning of corridors and outside areas. As well as monthly management, maintenance payments to the housing manager , land tax, housing insurance, (hereafter referred to as incidental expenses). The amount of the incidental expenses shall be determined on a monthly basis on the basis of the meter readings and the invoices submitted by the service providers. All charges include VAT.

3.6 In the event of late payment of any amounts due under the Contract, the Tenant undertakes to pay interest on arrears at the rate of 0.3% per day of the amount overdue for each day overdue until the payment is made in full.

3.7 The Landlord and the Tenant have further agreed that if the amount of interest on arrears in any one day is less than one euro, the minimum rate of interest shall be one euro per day.

3.8 On the date of signature of this Agreement, the Tenant shall pay to the Landlord the Contract Fee as follows [contract fee] _____ euros, deposit [deposit] _____ euros, current month's rent [rent for the current month] _____ euros, subsequent month's rent [rent for the next month] _____ euros. Total: [first payment total] _____ euros to ensure compliance with its contractual obligations. If the tenant has ordered additional services, such as furniture, parking space, etc., the amount will be added to the first bill.

3.9 The deposit will be returned within [return period] _____ of the date of termination of this Agreement if the Tenant has duly fulfilled his contractual obligations and the Landlord has no financial claims against him, which may also arise from the loss, damage or destruction of the Premises or its contents. The Landlord and the Tenant have separately agreed that the Landlord will not pay interest on the deposit of the security deposit. Because the interest on the bank current account is so low, the cost of accounting for the interest is higher than the accounting interest, and this practice would result in additional costs that would have to be added to the rent.

3.10 The tenant pays a one-off termination fee [monthly rent] _____ euros if the rental period is less than 1 month.

3.11 If the tenant fails to surrender possession of the Premises on the due date of expiry of the Agreement or within the period set in the termination of the Extraordinary Agreement, the landlord will move the tenant's personal belongings out of the Premises and store them in a warehouse for up to 2 months. After this period, the tenant's belongings will be disposed of. The tenant will have to pay €180 for not handing over the accommodation, which includes the costs of changing the locks of the accommodation and the removal, storage and disposal of the tenant's belongings.

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3.12 If the landlord is a private person and the tenant is a legal person, the taxpayer is the legal person, according to the Income Tax Act, on the monthly rent. This means that income tax is payable on the rental amount in addition to the rent. If the tenant, who is a legal person, fails to pay income tax on the monthly rent, clauses 3.1 to 3.11 and 5.1 to 5.10 of the lease contract apply.

4. RESPONSIBILITIES AND DUTIES OF THE PARTIES

4.1 The tenant is obliged to:

- Not to smoke in the Dwelling Unit, on the windows or balcony of the Dwelling Unit, in the corridors of the building, in front of the front door of the building and on the property (parking lot). The tenant is also responsible for the activities of his/her guests. If there is smoking in the Dwelling Unit, the tenant will be liable for the costs of the sanitary repair of the Dwelling Unit.
- If the Dwelling smells of smoke or any other odour indicative of poor hygiene when the Dwelling is handed over, the Landlord has the right to require the Dwelling to be sanitised, the ceilings and walls to be painted and/or the cost of the rented soft furnishings to be paid by the Tenant.
- To use the Dwelling Unit and its furnishings and fittings in accordance with the Agreement and the purpose of the Dwelling Unit, i.e. for living purposes.
- Keep the Dwelling Unit clean and clean it regularly. If, on inspection or at the end of the tenancy, the Premises are not up to the standard of cleanliness at which the Tenant accepted them, the Landlord has the right to order a cleaning service for the Premises, the cost of which will be paid by the Tenant.
- Respect the rules of order, hygiene, sanitary and fire safety, as well as the rules of public order in the accommodation and in the dwelling.
- Not to deteriorate the condition of the furniture, furnishings or equipment in the Dwelling except for normal wear and tear.
- Not to make any alterations or repairs to the Dwelling without the prior written consent of the Landlord.
- Allow the Landlord to inspect the Dwelling if necessary for the purpose of maintaining or disposing of the Dwelling by giving 2 days' notice. If the tenant is not present in the Premises at the time agreed in the notice, the landlord has the right to inspect the Premises without the tenant or his representative being present.
- 3 months before the end of the tenancy, the landlord may show the accommodation to another person, giving 1 day's notice. If the tenant is not in the accommodation at the time agreed in the notice, the landlord has the right to inspect the accommodation without the tenant or his representative being present.
- The landlord will agree the time of the inspection with the tenant at least 1 week in advance and the inspection will take place in the presence of the tenant. The inspection will be carried out every 6 months and 1 month before the end of the tenancy. No notice is required to enter the dwelling and the presence of the tenant is not necessary in the event of an emergency or for statutory inspections and/or checks.
- Not to sub-let or otherwise make the Premises available to a third party without the prior written consent of the Landlord.
- Only persons and pets specified in the tenancy agreement may use the accommodation.
- On the last day of the Agreement, return the Premises, together with the contents and all possessions which were given to the Tenant at the time of the conclusion of the Agreement, in the condition in which the Premises, together with all possessions, were when handed over to the Tenant, taking into account normal wear and tear. If the accommodation requires further cleaning, the landlord will order this work and the tenant will pay the costs.
- Immediately report to the Landlord any accident, fire, etc., in the Dwelling, taking immediate action to minimise the possible consequences of the situation.

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- Not to use any equipment or technology that generates vibration or noise, radio or TV interference, dust, gases or radiation that are harmful to the environment or the surroundings, or overloading of ceilings, damage to the water, ventilation and sewerage networks, or overloading of the electricity network.
- Submit any complaints which he/she is entitled to submit to the lessor under the Agreement, no later than 15 working days after the day on which he/she became aware or should have become aware of the events or circumstances giving rise to the complaint. For the avoidance of doubt, the parties declare that this time limit is not a time limit for the termination of the right.
- To keep safe the assets entrusted to him/her relating to the subject of the Contract, including the keys to the Dwelling, in the event of loss or damage to which the Tenant undertakes to pay all costs incurred by the property.
- Not to store his/her personal belongings in the staircase and corridor of the Residence. Stairways and corridors are escape routes and must be kept clear. The landlord has the right to remove from the staircase and the corridor any objects that endanger the escape routes. The tenant must pay a non-compliance fee of EUR 30 each time the items are returned.
- If the tenant has a car and parks it in the building's car park, this must be agreed with the landlord. If the tenant parks the car without an agreement, the landlord is entitled to charge a breach of contract fee of €30 each month if the car is parked in the car park for at least one night per calendar month. The tenant is also responsible for parking his/her guests in the car park.
- The tenant must also pay the renter the same amount of money as the landlord.

4.2 The landlord is obliged to:

- Hand over to the Tenant the Dwelling Unit in a condition suitable for its contractual use no later than [start date] _____;
- Allow the Tenant to use the Premises in accordance with this Agreement.

4.3 The Lessee has the right to:

- Make improvements and alterations to the Premises only with the written consent of the Landlord.
- At the end of the Agreement, remove any improvement or alteration made to the Dwelling Unit if this can be done without causing damage to the Dwelling Unit. If the improvement or alteration is made to the property, if the work or alteration can be cancelled.
- Request a variation of the terms of the tenancy agreement.The fee for a variation of the terms of the tenancy agreement is €200.

4.4 Background check in the payment default register and publication of information in the payment default register.

After signing the rental contract and paying the first invoice, the tenant and the Landlord must submit to the Landlord Creditinfo an official statement of payment defaults. There are two ways to do this:

- Go to Creditinfo.ee and order a default report for the tenant or the company and send it to [landlord's e-mail] _____.
- To obtain a background check from the landlord, you must pay a fee [background check fee] _____ euros.

5. DURATION, TERMINATION AND EXTRAORDINARY TERMINATION OF THE CONTRACT

5.1 This Contract shall terminate [end date] _____;

5.2 This Agreement shall terminate automatically if the rent or utility bill is overdue for more than 30 days and the total amount of the arrears exceeds 30 euros. After that, the tenant has 3 working days to vacate the apartment. If the arrears exceed 45 days, the tenant's arrears will be entered in the register of payment arrears.

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5.3 The Landlord has the right to terminate this Agreement without notice on the grounds provided by law.

5.4 The Landlord has the right to terminate this Agreement exceptionally, with 3 working days' notice, if the Tenant has breached the rules of the house or has been partying during the curfew and has thereby caused significant disturbance to the neighbours.

5.5 The landlord has the right to terminate the contract before the end of the term if the accommodation is sold. The landlord must give the tenant at least 2 months' notice.

5.6 The landlord has the right to terminate this agreement by giving 10 days' notice if the tenant or his/her guests smoke in the apartment, on the apartment window, balcony, corridor, car park or any other place where smoking is not allowed. Smoking is only allowed in designated smoking rooms.

5.7 The landlord has the right to terminate this agreement with 10 days' notice if the apartment smells of smoke or any other noticeable odour caused by the tenant or his/her personal belongings.

5.8 The landlord has the right to terminate the agreement prematurely if the tenant's apartment is occupied by more people than agreed in the tenancy agreement. The landlord must give at least 7 days' notice of the early termination of the tenancy agreement if the tenant has not paid the supplementary fee for the people within 10 days.

5.9 The Tenant has the right to terminate this Agreement at any time, for any reason, by giving the Landlord at least 2 months' written notice.

5.10 If, after the extraordinary termination of the tenancy agreement, the tenant and the landlord have reached an agreement that the tenant can continue to rent the apartment, a new tenancy agreement must be concluded and the agreement fee must be paid.

5.11 The landlord has the right to terminate this agreement with 10 days' notice if the tenant fails to register the pet in the tenancy agreement or to agree in writing with the landlord, or if the pets disturb the neighbours, cause damage to the dwelling and their droppings are not cleaned up from the outdoor area.

6. FORCE MAJEURE

6.1 Non-performance or improper performance of the obligations of the Parties shall not be considered a breach and shall be excusable if it was caused by circumstances that the Parties did not foresee or could not have foreseen at the time of the conclusion of the Contract (force majeure). Force majeure is a circumstance beyond the control of one of the Parties and which, in accordance with the principle of reasonableness, it could not reasonably have been expected to take into account at the time of the conclusion of the Contract, or to avoid, or to overcome, at the time of the conclusion of the Contract the circumstance or its consequences. Force majeure shall be deemed to include, but not be limited to, a flood, fire, natural disaster, war, act of terrorism or strike which renders impossible the performance or due performance of the Contract.

6.2 For the purposes of the Contract, a change in the economic situation of a Party, adverse weather conditions, price increases, holidays, bankruptcy, or a bankruptcy notice or filing of a lawsuit shall not constitute Force Majeure. The existence of force majeure must be proved by the Party wishing to invoke it in order to be relieved of its liability under the law or the Contract for breach of the Contract.

7. APPLICABLE LAW AND JURISDICTION

7.1 The Contract shall be governed by and construed in accordance with law.

7.2 Disputes arising out of the Contract which cannot be settled by negotiation shall be settled under the laws of the Republic of Estonia.

8. FINAL PROVISIONS

8.1 In the performance of the Contract, the Parties shall act towards each other in good faith and reasonably and shall take into account the interests of the other Party in all respects.

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8.2 The Contract contains all the agreements of the Parties relating to the subject matter of the Contract and supersedes, from its entry into force, all oral and written agreements previously entered into between the Parties in respect of the same subject matter of the Contract.

8.3 The Parties acknowledge that the Contract is in accordance with the actual intention of the Parties. The Parties confirm that no provision of the Contract will unfairly prejudice any of the Parties and that the rights and obligations of the Parties under the Contract are in balance.

8.4 The Parties confirm that they have notified the other Party of all matters in which the other Party has or may have, having regard to the purpose of the Agreement, a discernible substantial interest, that the interests and rights of the other Party have been reasonably taken into account and that truthful information has been provided to the other Party.

8.5 Delay in the exercise of any right or performance of any obligation under the Contract shall not operate as a waiver or release of such right or obligation, nor shall the partial exercise of any right or the partial performance of any obligation preclude the further exercise of such right or the right to enforce performance in full of such obligation, unless otherwise provided in the Contract.

8.6 In all matters not governed by the Contract, the Parties shall be guided by law, custom and good practice.

8.7 Daily information sent to the contacts indicated in the Agreement (e-mail or telephone), which does not have any legal effect, shall be deemed to have been received without any further confirmation being required. All important notices relating to the Contract shall be given in writing. Any claim for breach of the Agreement against the other Party shall be made in writing.

9. CONCLUSIONS

9.1 The tenant confirms that he/she has read and understood the terms of the lease.

9.2 The tenant declares that he/she has read and understood the rules of the house.

LANDLORD'S CONTACT DETAILS:

Accounting: phone [accounting phone] _____ and e-mail [accounting e-mail] _____.

Client management: [manager's name] _____, phone [manager's phone] _____, e-mail [manager's e-mail] _____.

Annex 1. Leased premises and monthly charges

Item	Period	Monthly (EUR)
_____	_____	_____
Total per month		**_____**

Signatures

This agreement is signed digitally. The time of signing is recorded in the digital signature.

LANDLORD: _____

TENANT: _____

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