

LONG PRIVATE RESIDENTIAL LEASES

Details

This, day of _____

By the present private writing there appear on the one part _____, son/daughter of _____ and _____ neè _____ born in _____ and residing at _____, holder of a legally valid identification document number _____ and user of e-mail address _____, hereinafter referred to as the lessor.

And on the other part _____ son/daughter of _____ and _____ neè _____ born in _____ and residing at _____, holder of a legally valid identification document number _____ and user of e-mail address _____, hereinafter referred to as the lessee.

And hereby the lessor is granting by title of lease to the lessee who under the same title of lease accepts _____ *[address in full]* hereinafter referred to as the premises, subject to the following terms and conditions:

Payment & Duration

- (i) The lease shall run for a period of _____ years / months with effect as from the _____ *[day]* of _____ *[month]* _____ *[year]*.
- (ii) [Only in case of agreements exceeding one (1) year] After the first year of the agreement the monthly rent may increase in proportion to the yearly adjustment of the Property Price Index (PPI), published by the National Statistics Office, provided that this increase does not exceed 5%.
- (iii) The lessee shall pay the lessor a monthly rent of € _____ which shall be payable _____ *[day of the month]*. Payment shall be affected via:

Cash/Direct Debit

Details:

_____ *[bank details]*.

- (iv) Three (3) months prior the expiry of this agreement, the lessor may notify the lessee about the decision that he/she will not be renewing the agreement. Failing any such notification, the agreement will be renewed automatically according to the conditions contained under this heading.

(v) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*.

Deposit

- (i) The lessee hereby pays unto the lessor who accepts and issues due receipt, the further sum of €_____ being a deposit paid by the said lessee in security of the payment of such amounts which in terms of law or of this agreement are payable by the lessee.
- (ii) The deposit paid in terms of this paragraph is to be retained by the lessor for the duration of the lease and shall be thereafter released by the same lessor, in part or in whole, as the case may be, provided that the premises after having been inspected by the lessor (or his/her agent) is found to be in the same condition (except fair wear and tear) as it was when occupation was effected and upon verification and confirmation of the payment by the lessee of all such amounts which in terms of law or of this agreement are or shall become due by the lessee.
- (iii) Annex A shall include an inventory containing all the movables present in the premises. The list shall include photographs of the state in which any of the movables have been delivered to the lessee.
- (iv) The payment by the lessee of the deposit set out in this paragraph shall not release the lessee from the obligation to pay such amounts which in terms of law or of this agreement are payable to the lessor.
- (v) The lessor shall be freely entitled to set off and thereafter retain, the deposit or part thereof, against the unpaid portion of such amounts which in terms of law or of this agreement are payable by the lessee.
- (vi) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*.

Use of the Premises

- (i) The lessee shall exclusively utilise the premises as a residence, and is hereby expressly precluded from utilising or permitting the utilisation of the premises or any part thereof for any other purpose.
- (ii) The lessor will not recognise any other person than the lessee for complete responsibility of the property in question.
- (iii) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*

Condition and Preservation of the Premises

- (i) The lessee acknowledges to have examined the premises and in consequence of such examination, the lessee declares that there are no apparent defects on either the immovable or the movables except those marked in the inventory.
- (ii) The lessee shall make use of the premises with the care and diligence of a *bonus paterfamilias* and shall execute all acts of ordinary repair and maintenance of the premises as may from time to time be necessary, saving any repair of damages caused by *force majeure* and without any fault of his/her own.

- (iii) Saving what is otherwise set out in this paragraph, all expenses incurred in connection with repair and maintenance, internal or external, or imposed or ordered by the competent officials or by law, including such expenses as are necessary to render the tenement fit for utilisation as residential premises, shall be borne solely by the lessor.
- (iv) The lessee shall give timely notice to the lessor of all occurrences requiring extraordinary repairs of a structural nature;
- (v) All extraordinary structural repairs, save those occasioned or contributed to by the acts or omissions of the lessee shall be executed by the lessor and the expenses incurred or incurable in connection with such repairs shall be borne by the lessor, and the lessee shall not, unless authorised so to do by the lessor, perform or order the performance of any extraordinary repairs except in urgent cases and only in accordance with the law;
- (vi) At the termination of the lease, the lessee is to surrender the premises unto the lessor in a good state of repair, clean and tidy, fair wear and tear accepted.
- (vii) The lessee shall not, under any circumstance, and without the written consent of the lessor, be entitled to execute and perform any improvements or alterations of whatever nature to the premises.
- (viii) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*

Utility Bills & Services

- (i) The lessor shall ensure that all utilities and other fees or bills payable in respect of rent/consumption until the commencement of the lease are duly paid and settled.
- (ii) Annex B shall include Automated Revenue and Management Services (ARMS), Form H and Form N duly filled and signed by both parties to this agreement.

[This clause may be omitted if the lessee applies for his/her temporary recognition by the service provider.]

- (iii) Both parties to this agreement declare that water/electricity meters were read on _____ [day] _____ [month] _____ [year].

Water: _____

Electricity: _____

- (iv) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*

Termination & Renewal Notices

- (i) The lessee, may at any time, after the expiration of the compulsory period established by the law, notify the lessor of his/her intention to terminate the agreement, in the manner provided for by the law.
- (ii) If, within at least three (3) months of the termination of the present agreement, the lessor fails to notify the lessee of his/her intention not to renew the lease, or to renew it under different conditions, the present agreement shall be renewed, under the same conditions, for a period of one (1) year.
- (iii) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*

Miscellaneous

- (i) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*

Lessor:

Lessee:
