**Residential Tenancy Agreement**

THIS AGREEMENT made the \_\_\_\_31st day of August 2030 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BETWEEN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_XXXXXXXXXXXXXX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  (“**Hereafter referred to as “the Landlord**”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_XXXXXXXXXXXXX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(**Address**)

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_XXXXXXXXXXXXXXXXXXXXXX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  (“**Hereafter referred to as “the Tenant/s”)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_XXXXXXXXXXXXXXXXX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(**Address**)

1. The rental premises a is: a single-family dwelling  a duplex, triplex, or fourplex, or  an apartment in an apartment building  located at: **XXXXXX, Gros Islet**

 2. The term of this agreement shall be as follows:

This shall be a:

week-to-week tenancy which shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20.

 month-to-month tenancy which shall begin on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20.

 fixed term tenancy which shall begin on 09/01/2030 and end on 31/08/2031

  3. a) The rent shall be EC$\_\_\_\_\_\_\_\_\_\_ per month and shall be payable in advance on or before 5th day of each month. The first month’s rent shall be payable on or before 01/09/2030. If the rent is not paid after the 6th day after it is due, failure to pay the rent will result in the payment of a late fee of $50.00 per week. If any part of the rent at any time shall be unpaid for thirty (30) days after becoming due, then the Landlord reserves the right to enter upon the premises and the Lease Agreement becomes null and void**.**

b) By the commencement of this lease agreement, the total sum of EC$\_\_\_\_\_\_\_\_\_\_\_ should be paid. (One month’s security deposit + first month’s rent - $\_\_\_\_\_\_\_\_\_\_\_). Following the initial payment, the monthly rental payment is to be made as follows: EC$\_\_\_\_\_\_\_\_\_\_\_ to Account Number \_**First Caribbean CIBC xxxxxxxxx**\_monthly. It is further agreed and understood that the deposit is for the above stated purpose only, does not form part of the Rent and is non-refundable should the Lease be cancelled before the Tenant takes occupation of the Premises.  The deposit will be refunded at the end of the tenancy, after all the utilities are paid up to the last day of termination, the Premises checked and the Landlord is satisfied that the property is in good condition, and with reasonable wear and tear.

4. The following person is authorized to act on behalf of the Landlord and is specifically authorized to accept notices of the Tenant’s complaints and to accept any service of legal process or notice. (Complete if different from Landlord)

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Janine Murray\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Name)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

(*Address)*

5. There will be \_\_\_\_\_\_\_\_\_\_\_\_ person(s) occupying the rental premises and their names are:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Except for casual guests, no other persons shall ***reside*** on the premises without written consent of the Landlord.

7. Utilities will be paid by the parties as indicated:

Electricity - **Tenant**   **Landlord**  

Cable Television  **Tenant**    **Landlord**  

Internet **Tenant**    **Landlord**  

Water - **Tenant**    **Landlord**  

Cooking Gas - **Tenant**    **Landlord**   **N/A**  (tenant to return gas cylinder full as found at the beginning of the tenancy)

Ground Maintenance - **Tenant**    **Landlord**   **N/A**  

Pool Maintenance - **Tenant**    **Landlord**   **N/A**  

Housekeeping Services - **Tenant**    **Landlord**  

Garbage removal   - Tenantis to dispose of garbage and put out in the provided garbage receptacles.

Garbage collection **Monday**   **Tuesday**   **Wednesday**  

**Thursday**  **Friday**  **Saturday**   **Sunday**  

8. The Landlord agrees:

(a) To provide and maintain the premises in a good state of repair, fit for habitation and complying with health, safety, and maintenance standards. All structural defects are the responsibility of the Landlord to rectify. Plumbing and electrical issues are the responsibility of the Landlord to repair. It is the Landlords responsibility to ensure that the property is mould, flood, and termite free. If any of these exists or become an issue in the future, the Landlord will make every effort to rectify them immediately. If the Landlord fails to rectify an issue, the Landlord is in violation of this agreement. If the Tenant chooses to terminate the agreement before the end of the term due to lack of action or insignificant action by the Landlord, the Landlord must refund the Tenant the security deposit minus any outstanding utilities which are due.

(b) i. To provide all the normal household amenities like beds, televisions, kitchen utensils, linens, curtains, etc. to make the Tenant comfortable.  These items must be in a good usable condition. Tenant is to keep the interior of the Premises; fixtures, fittings and conveniences, including windows, walls, painted surfaces, etc., now belonging thereto, in good clean and tenable repair and not to make or cause or permit any alterations or additions whatsoever to the building or erection of any additional or other structure.

* ii. It is the Landlords responsibility to exterminate the interior of the Premises every six months using a reputable extermination company.

(c) Not be liable for any loss of The Tenants property by, theft or, burglary nor for any accidental damage to persons or property in or about the Premises. The Tenant hereby agrees to make no claim for any such damages or loss against the Landlord. Tenants are responsible for insuring all their personal belongings and effects and agree not to hold the Landlord liable.

(d) The Landlord is responsible to pay all existing and future rates, insurance, taxes, assessments and outgoings (whether municipal or otherwise) now or hereafter levied or charged upon the owner occupier of the leased premises.

(e) The Landlord or Landlord’s Representative may enter the premises following written or verbal notice given to the Tenant at least 24 hours before entering. This verbal notice of entry may be to carry out repairs or to allow a potential mortgagee, insurer, service provider, or purchaser on the premises. Such notice must specify the reason for entry, the day of entry, and a time between the hours of 8 a.m. and 6 p.m. Please be aware that Landlord will be performing an inspection of the premises every 3 months. Written or verbal notice will be given to notify Tenant of the time that the inspection will be performed.

(f) The Landlord agrees to notify the Tenant immediately if the Landlord decides to put the property on sale.

(g) The Landlord agrees to provide the Tenant with a complete inventory list of the premises.

9. **The Utility bills**:

Tenant is responsible to pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ utility bill/S and will change this to their names. Landlord will clear outstanding balances prior to occupancy.

10. The Tenant agrees:

1. To keep the walkways leading to and from the premises, the balcony and all other walkable areas which the Tenant will utilize, free and clear of all obstructions;
2. The Tenant is responsible for ordinary cleanliness of the premises both inside and outside and is responsible and shall bear the cost for the repair of damage caused by the wilful or negligent conduct of the Tenant, other occupants of the premises, or persons permitted on the premises by the Tenant. All repairs must be authorized / coordinated with the Landlord.
3. To take due precautions against waste pipes and stoppage of the same in and about the premises. If water or waste pipes become clogged by reason of the Tenant’s neglect or recklessness, the Tenant shall repair the same at his/her expense as well as pay for all damage caused.
4. Not to store garbage on the premises. Tenant is to dispose in the provided bins.
5. To place laundry away from public view. Laundry can be hung on provided racks on the balcony and cannot be hung in the balcony where it is visible. Laundry is not to be hung on furniture inside of the premises.
6. No pets are allowed on property.
7. That no smoking is allowed in the premises. If Tenant wishes to smoke, Tenant has to do so outside and dispose of cigarette butts in the garbage.
8. Should the Tenant be found or known to use drugs, traffic or use the premises for drugs or drug related meetings, it shall be deemed as a breach of obligation under this agreement. The Landlords may immediately terminate the tenancy by issuing a written notice to quit.
9. Conduct themselves and require other persons on the premises to conduct themselves in a manner that will not disturb the neighbors**.**
10. Not to make or cause or permit any alterations or additions whatsoever to the building or erection of any additional or other structure.
11. Not to drill any holes in the walls without prior permission of the Landlord.
12. The Tenant shall not assign or sublet the premises without the prior written consent of the Landlord.
13. That the deposit paid to secure the rental of premises is a deposit and not the last month’s rent. Tenant further acknowledges that she / he cannot use this deposit to pay the final month’s rent. The final month’s rent is due for the final month as a regular payment and due on the date specified and agreed above.
14. The Tenant agrees not to have heavy traffic in and out of the premises, and further understands that under no circumstance can the premises be used as a retail depot. There shall be no shelves, or other fixtures installed in the premises to facilitate the transacting of sales or retailing of products.
15. That after this 12-month term, the Landlord has the option to increase or keep it at the current rate of EC $\_\_\_\_\_\_\_\_\_\_\_ for the new term.
16. The Tenant is responsible for any repairs / maintenance under $100.00. E.G. purchasing and changing light bulbs, purchasing a washer for a tap, buying a hose for the stove, purchasing adapters, purchasing of small garbage bins, purchasing of toilet bowl brushes etc. It is the expectation of the Landlord that the Tenants make themselves feel at home, and in so doing, make minor needed maintenance fixes.
17. The Tenant acknowledges and fully assumes the risk of illness or death related to COVID-19 arising from the rental of the Demised Premises and hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Lessor her agents, assigns or successors in title for any liability related to COVID-19 which might occur during the term of this Lease and the Tenantagrees to indemnify, defend and hold harmless the Landlord from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury during the term of this Lease.

11. If after a notice of termination is made, the Tenant remains in possession of the premises without the Landlord’s consent, the Landlord may apply for an eviction order. The Landlord may also apply for compensation for any damage and compensation for use and occupation after termination.

12. In the event concerns due to the structural integrity of the leased premises arises, and opinions have been rendered and confirmed in writing by a licensed engineer or contractor the Tenant reserves the right to terminate this Agreement upon (30) days written notice to the Landlord of intent to vacate the premise by electronic mail, or by hand-delivered notice and receipt.

13. This agreement can be terminated by the Tenant with a written notice of (30) days to the Landlord, for any reason related to the Tenant ‘s Employment status with the employer, including any change in the Employer’s contract with the agency funding the project under which the Tenant is employed, or for any reason associated with the Tenant’s employer’s operations in St. Lucia.

14. In case of Force Majeure (including but not limited to natural disaster, international armed conflict, civil unrest, and the termination of the Tenant’s contract / cooperative agreement to work in St. Lucia) that forces the Tenant to evacuate the country without the notice required by this Agreement, the parties agree that this Agreement can be suspended unilaterally by Tenant until further notice. Invocation of Force Majeure will clear Tenant’s responsibilities as set forth in this Agreement.

15. a) If the Tenant wishes to terminate the tenancy ***at the end of the term***, notice must be given in writing not less than 30 days prior to the expiration of the term.  If Tenant wishes to renew the agreement, Tenant must give notice in writing not less than 30 days prior to the expiration of the term. Tenant must remain in the unit for at least 6-months and give 30 days notice prior to termination in order to be refunded the deposit. If Tenant does not comply with the terms of this agreement, Tenant forfeits the deposit. If Tenant does not comply with the terms of this agreement, Tenant forfeits the deposit. Landlord reserves the right to give the Tenant 30 days’ notice to terminate this agreement if the Tenant violates this agreement. If there is no violation, and Landlord wishes to terminate this agreement, Landlord must give Tenant 90 days’ notice.

b) Failure to pay rent, additional rent or any other sums due, at the time specified will constitute default.  The Tenant specifically authorizes the Landlord to deduct amounts of any unpaid bills from the security deposit upon termination of the Lease**.**Landlord may terminate this lease, be entitled to possession of the premises, any unpaid rent or additional rent, recovery of any damages sustained, and all such attorney fees as may be recoverable by law.  It is further agreed between the parties that Landlord may avail themselves of any remedy provided bylaw for the restitution of the premises and the recovery of delinquent rents and damages.  If suspected that premise has been deserted or abandoned, Landlord may proceed to recover possession of premises.

16. a) The Deposit shall be returned to Tenant at the end of the term if the Tenant has complied with the terms of this agreement and leaves premises with only reasonable wear and tear of daily living. If the Tenant damages the premises, depending on the extent of the damage, the amount will be deducted from the Deposit to compensate for the damage. If the damage is more than the Deposit, the Tenant agrees to pay the Landlord for any additional monies more than the Deposit, to cover the damage caused and any applicable loss of revenue. The Tenant will be given two set of keys to the Premises. There will be a charge of ECD $250.00 if the keys are not returned by the Tenant to the Landlady following termination of the Lease. The charge will be removed from the deposit, if the deposit total charges for damage and lost keys exceed the deposit, Tenant will be charged to cover the cost for replacing the keys. When this agreement ends, the Tenant will return the premises to how it was given.

b) The Tenant will leave the premises and remove all their personal property and the personal property of others i.e friends or acquaintances. If the Tenant fails to remove their property or the property of others from the premises, the Landlord may consider such property abandoned and may dispose of it as deemed appropriate. If the property is left with the Tenant’s property and the Landlord has to remove it depending on size and weight of the belongings, the Tenant may forfeit part or all the deposit. The Tenant will leave the premises in a good and clean condition, if the Tenant does extensive damage and leaves the premises dirty, the Tenant may lose part or all of the deposit.

17. If the Landlord sells the premises, the Landlord shall not have any further liability to Tenant under this lease for any event that happens after the Tenant receives written notice that the premises has been ***sold***. In addition, if the premises is sold, any security deposit that has been paid by the Tenant will be assigned to the new owner of the premises. The Landlord shall not have any further liability to return the security deposit to the Tenant. Landlord agrees to negotiate with new owner of the property to allow Tenant to complete this current lease providing that there is less than (90) ninety days left in the term of this agreement or allow Tenant to reside in the property for (90) ninety days after the sale is final providing that these (90) days are within the term of this agreement.

18. OPTIONAL PROVISIONS

 The following provisions are optional and may be used only if both parties agree. To be binding, the optional provision must be initialled by both parties:

1. The Tenant agrees to notify the Landlord of an intended absence of more than seven days and will permit the Landlord to enter the premises during the absence if reasonably necessary.    Yes   ** No**  
2. The Tenant agrees to notify the Landlord, immediately in writing, of any complaints with the premises that are, or should be, the responsibility of the Landlord to remedy.   Yes    **No**  

 SPECIAL NOTES:

THIS DOCUMENT is intended to be a complete record of the rental agreement. Both parties are to have a complete copy of this agreement. Any agreements and undertakings must be included herein in writing to be binding.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord or Landlord’s Agent                                                           Tenant (Print Name) (Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature