

**Schedule I:
Rental Agreement (SAMPLE)**

This Rental/lease Agreement is executed at thisDay of of the year.....BETWEEN Mr./Ms.....holding Citizen ID No.of Chiwog..... Gewog,..... Dzongkhag, House No.....Thram No.....,residing at Herein after referred to as the “Tenant/lessee” **PARTY OF ONE PART**

and

Mr./Ms.....holding ID No..... Village,, Block..... Dzongkhag.....under House Noof Thram No....., residing at,Owner of....., herein after referred to as the “Owner/Lessor”,

PARTY OF OTHER PART.

And whereas the parties hereto had due deliberations and discussions and the consequence thereof they have reached an understanding, which they have decided to reduce into writing.

NOW THIS AGREEMENT WITNESS and it is hereby mutually agreed by and between the parties;

1. That the owner/lessor thus hereby grants and confers Unit/Flat No/Land @ plot No..... in favour of the aforesaid tenant on rent and on such terms and condition stated below.

2. That the period of tenancy/lease for the rental unit shall be for a period of Years, commencing fromto

3. That the rent for the said unit/premises is agreed to be paid every month at Nu..... per month or six months for land leases.

4. The rental unit is rented for the purpose of :

(Please cross the appropriate box)

a) Residence ()

b) Shop ()

c) Office ()

- d) Stores ()
- e) Restaurant ()
- f) Please specify if it is other commercial activity.....

Land is leased for the purpose of;

- a. Cultivation
- b. Building temporary/permanent structure
- c. Residential/Commercial
- d. Industrial/

5. That the rent as payable every month shall be tendered by the tenant to the owner within a period as specified in the tenancy agreement, failing which the owner shall charge and the tenant shall pay an interest @ 24% per annum on the amount of rent payable for every day of default.

6. That the aforesaid tenant shall deposit a sum of Nu..... only as security deposit on the execution of this agreement. (Should not exceed two months' rent)

7. The security deposit shall be refundable or adjusted in accordance with the Act when the tenant vacates the rental unit:

- a) Upon expiry of the tenancy term;
- b) Upon termination of the tenancy by the tenant in accordance with this agreement;
- c) Upon termination of the tenancy by the owner in accordance with this agreement;

8. That the tenant hereby assures that he/she and his/her family members shall use the unit/flat only for the purpose for which it was granted.

Duties of Tenant

9 The owner may evict the tenant, if;

- a) Rent has been owing in respect of the rental under for two months;
- b) The tenant refuses to vacate the rental unit after the expiry or termination of the tenancy;
- c) The tenant creates nuisance to other tenants or carries out any dangerous activities.
- d) The tenant does not comply with the terms and conditions of this agreement or the Tenancy Act.

10. That the owner shall not discontinue or withhold any services and facilities enjoyed by the tenant without just and sufficient cause.

11. That the tenant shall dispose the garbage at a proper place and also live hygienically.

12. That all municipal charges and other charges payable such as electricity, water, sewerage, telephone, TV cable shall be paid by the tenant.

13. That the tenant shall not make any structural additions and alterations to the unit/flat without prior written consent of the Owner.

14. The tenant may:

(Please cross the appropriate box)

a) Sublet the rental unit; or ()

b) Sub-let only with a written consent of the owner,()

15. That the tenant shall hand over the rental unit as per the entry and exit condition report in good and clean condition as taken over. The tenant shall be liable for damages caused to the rental unit or the premises other than normal wear and tear.

16. After assessment of the rental unit as per the entry and exit condition report, the owner has the right to deduct the costs for repairing the damages caused to the rental unit.

17. That the tenant shall permit the Owner, their agents etc to enter upon the space and the premises for inspection whenever necessary, with the prior consent of the tenant, provided the inspection is carried out at a reasonable hour except in the case of an emergency.

18. The owner may terminate the rental agreement and reacquire the rental unit for his own occupation during the subsistence of tenancy in accordance with the Tenancy Act.

(Please indicate by crossing the appropriate box)

a) Yes ()

b) No ()

19. The tenant may terminate the rental agreement during the subsistence of the tenancy in accordance with the Tenancy Act.

(Please indicate by crossing the appropriate box)

a) Yes ()

b) No ()

20. The tenant may by providing 2 months advance notice as per section 77 of this Act.

21. The owner shall give 3 months advance notice for rent increases.

22. The tenant shall serve 2 months' notice as per section 80 of this Act.

23. Renewal notice of 2 months' notice as per section 82 of this Act.

24. The tenant may vacate the rental unit if tenant is transferred by serving one month's written notice to the owner.

25. The Dispute Settlement Committee under the concerned local government and the Royal Courts of Justice shall have jurisdiction over any dispute that arises out this agreement.

26. That in consideration of the tenant paying the rent, the owner does hereby grant and confer this tenancy in favor of the tenant in respect of the premises TO HAVE AND HOLD the same as a tenant hereof, during the tenancy period.

27. **IN WITNESS WHEREOF** the parties have signed here under at, This day of

OWNER

Tel No:.....

Mobile No:.....

Email Address:

TENANT

Tel No:

Mobile No.

Email address:

Witnesses

1.

(For the Owner)

Name :

Citizen Id. No.

Address:.....

Tel No:.....

Mobile No:

2.

(For the Tenant)

Name:

Citizen Id. No.

Address:

Tel No:

Mobile No:

**Schedule II inserted:
Entry and Exit Condition Report**

This should be used to record the condition of the property at the start of the tenancy. The owner (O) and the tenant (T) should fill out this form together, and tick the appropriate box if the condition is acceptable, and record any damage or defects.

Entry Condition				Exit Condition		
Room/Item	Condition Acceptable? Damage/Defects			Condition Acceptable? Damage/Defects		
	O	T		O	T	
LOUNGE						
Doors						
Walls						
Lights/Power Points						
Floors/Covering						
Windows/Glasses						
Blinds/Curtain						
Kitchen/Dining						
Doors						
Walls						
Lights/Power Points						
Floors/Coverings						
Blinds/Curtain						
Cupboards						
Sinks/Benches						
Oven						
Refrigerator						
BATHROOM						
Doors						
Walls						
Lights/Power Points						

Floors/Coverings						
Windows/Glasses						
Blinds/Curtain						
Mirror/Cabinet						
Bath						
Shower						
Wash Basin						
Toilet (WC)						
LAUNDRY						
Doors						
Walls						
Lights/Power Points						
Floors/Coverings						
Windows/Glasses						
Blinds/Curtain						
Washing Machine						
Wash Tub						
BEDROOM 1						
Doors						
Walls						
Lights/Power points						
Floors/Fl. Coverings						
Windows						
Blinds/Curtains						
BEDROOM 2						
Doors						
Walls/Glasses						
Lights/Power points						
Floors/Coverings						

Windows						
Blinds/Curtains						
BEDROOM 3						
Doors						
Walls/Glasses						
Lights/Power points						
Floors/ Coverings						
Windows						
Blinds/Curtains						
BEDROOM 4						
Doors						
Walls/Glasses						
Lights/Power points						
Floors/ Coverings						
Windows						
Blinds/Curtains						
GENERAL						
Rubbish bins						
Locks						
Garage/Car port						
No. keys supplied						
Stairs						
Halls						
Exterior						
Furniture and chatels provided by the owner						
			Total amount of Damage			

Signatures for completed condition inspection report

Do not sign unless you agree to all the details in the completed condition Inspection report

I, (tenant's name)

- agree that the completed condition inspection report fairly represents the condition of the premises, and agree to have the amount of deducted from the security deposit.
- do not agree that the completed condition inspection report fairly represents the condition of the premises, for the following reasons:

Signed and dated by the tenant

I, (owner's name)

- agree that the completed condition inspection report fairly represents the condition of the premises.
- do not agree that the completed condition inspection report fairly represents the condition of the premises, for the following reasons:

Signed and dated by the owner

Signatures for entry condition inspection report

Do not sign unless you agree to all the details in the completed condition
Inspection report

I, (tenant's name)

- agree that this entry inspection report fairly represents the condition of the premises.
- do not agree that this entry inspection report fairly represents the condition of the premises, for the following reasons:

Signed and dated by the tenant

I, (owner's name)

- agree that this entry inspection report fairly represents the condition of the premises.
- do not agree that this entry inspection report fairly represents the condition of the premises, for the following reasons:

Signed and dated by the owner
