

# Lease agreement

Issued by the Right to Housing Legal Task Force

Signed between
Mr./Ms. _____
Residing in _____
Street _____ Building _____
Floor _____ Phone number _____
Hereinafter referred to as "the landlord"
And Mr./Ms. _____
Residing in _____
Street _____ Building _____
Floor _____ Phone number _____
Hereinafter referred to as "the tenant."
Rental allowance _____
Currency type: Lebanese Lira
Rent payment time intervals and place
_____
_____
Lease Period: Three years
Start date ____/____/____
End date ____/____/____
Habitability <small>good as inspected by tenant</small> .....
Usage <small>housing</small> .....
Leased unit details <small>floor/number of rooms/etc.</small> .....
.....
Property Type <small>house /apartment/etc.</small> .....
Ownership quota .....
Property number..... City.....
District..... Governorte .....
Address (Neighborhood and Street).....
.....
.....

The two parties agreed with consent and acceptance on the following:

## General Provisions

### First: Lease period

The term of the lease is 3 years, renewable by virtue of the Code of Obligations and Contracts. During this period the landlord does not have the right to amend the terms of the contract without the consent of the tenant, nor is he/she entitled to request eviction without a legal reason.

### Second: Renewal of rent

Before the expiry of the lease term, the landlord must send a written notice to the tenant informing him/her of his/her intention to either amend the rental allowances or recover the rental unit at least two months before the expiry of the contract term, otherwise the contract is automatically renewed for three new years and under the same conditions.

### Third: Rental allowances

The tenant commits to pay the rental allowances based on the place and mechanism agreed upon by both parties, and on the dates indicated in the lease. In the event of a delay in doing so, the tenant shall be deemed to be in default of his/her obligations. In the event that the tenant remains unable to pay despite the lapse of 15 days from being informed via a letter of warning demanding payment, the landlord has the right to request the termination of the lease contract and to initiate the necessary legal procedures.

### Fourth: Other allowances

- A. Taxes and fees: The landlord is responsible for paying all taxes incurred on the property for the duration of the rental period, whether to the treasury or the municipality.
- B. Shared expenses: The tenant shall bear the costs of the common building expenses, such as elevator maintenance, stairs and lighting, guarding, cleaning and others.
- C. Basic Services: The tenant shall bear the costs of water subscription, electricity and generator bills for the duration of the lease contract.
- D. The two parties may agree otherwise, provided that the responsibility of each party is clearly defined in the Special Provisions section of this contract.

### Fifth: Handover and maintenance of leased unit

- A. The landlord commits to hand over the unit in a habitable condition. In the event of any defects in the leased unit, provided that they do not prevent its use or render it uninhabitable, the landlord shall inform the tenant of them before the conclusion of the contract, otherwise the tenant has the right to demand

a reduction in the allowance, or the termination of the rent at the landlord's responsibility.

- B. During the term of the lease contract, the landlord commits to carry out all the repairs and restoration works necessary to preserve the property in the state in which it has been handed over. The landlord adheres to the so-called «major restorations,» which are those necessary to strengthen the foundations, repair the cracks of walls, floors, stairs, electrical and sanitary installations, and also bear the expense of cleaning the wells, sanitary pits and gutters and maintaining the main drinking water reservoir. He/she also undertakes laying and painting works, plastering the walls of the rooms, renewing the paint, replacing wallpaper and repairing surfaces.
- C. On the other hand, the tenant is obligated to carry out all minor repairs, such as repairing windows, unless the reason for breaking them is cold weather, unusual emergency or force majeure, i.e. reasons that cannot be attributed to the tenant's fault.

### Sixth: Urgent repairs

- A. In principle, the landlord is not entitled to perform any work that prevents the tenant from using the property for the duration of the contract, or limits his/her ability to do so.
- B. In the event of urgent repairs that cannot be postponed until the expiry of the contract, the landlord shall supervise the urgent repairs and alert the tenant sufficiently in advance of the procedure. If he/she does not make such an alert, he/she shall be held responsible, unless compelling impediments do not arise as a result of his/her negligence.
- C. Note that if such urgent repairs prevent the tenant from using the property, either in whole or in part, for a period exceeding seven days, he/she may request, depending on the circumstances, either the termination of the rent or the reduction of the rent allowance. However if the tenant remains in the rental unit during the repairs, then his/her right to request annulment is forfeited.

### Seventh: Assignment of lease or second lease

- A. The tenant has the right to lease all or part of the leased property, and to assign the lease to others, unless the contract clearly stipulates, in the Special Provisions section, that he/she is not allowed to rent or assign.
- B. The original tenant shall guarantee the person who leases the property or who he/she assigns it to and remains bound to the landlord by all obligations arising from the contract. This obligation ceases if the relationship between the landlord and the second tenant becomes clear.
- C. The tenant does not have the right to rent or assign the property for uses other than housing.

### Eighth: Inspection of the rental unit

- A. The landlord does not have the right to request entry to the rented property under the pretext of inspecting its conditions in the absence of the tenant, or in the late hours of the night.
- B. If the landlord wishes to inspect the conditions of the rented property, he/she must inform the tenant about the visit well in advance of conducting it and obtain his/her explicit consent to do so.

### Ninth: Materials transported inside the property

Neither of the contracting parties has the right to place any weights or materials in the property, that are harmful to the building, and he/she is never entitled to place within it, or near it, any prohibited or combustible materials which can damage the property, otherwise he/she will be considered responsible towards the other contracting party for any damage that occurs.

### Tenth: Leaving the property

- A. When the tenant leaves the property, the tenant is obligated to: - Deliver it back free from any occupancy - Return it to the landlord with its keys and all his/her tools and supplies in full, as he/she received it.
- B. If the property is deficient or something within it was damaged, the tenant shall pay the cost of what has been lost or destroyed to the landlord before he proceeds to exit the property. This does not include damage or deterioration caused by daily use.
- C. If the tenant makes improvements to the property which may increase the value of the property, such as installing electrical or water supplies or plumbing fixtures and the like, the tenant may demand from the landlord either the value of the expenses or improvements made by the end of the lease. However, if the improvements are constituted as decorations, ornaments and luxuries that do not increase the value of the leased property, then the tenant will donate them to the landlord, and he/she is not entitled to claim any of its value.

### Eleventh: Disputes arising from this contract

The competent rental judge shall consider the basis of any dispute arising out of this contract, whether in terms of its application, termination or proof of such matters.

### Special Provisions