

# TENANCY AGREEMENT

This tenancy agreement has been approved for use by The Authority.

## Owner details

Name(s) \_\_\_\_\_

**THIS SECTION MUST BE FILLED IN**

**Address for Service** (not a PO Box number).

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

Phone \_\_\_\_\_ (Wk) \_\_\_\_\_ (Hm) \_\_\_\_\_ (Mobile)

Email: \_\_\_\_\_

**Other Contact address(es)** \_\_\_\_\_

## Tenant details

Name(s) \_\_\_\_\_

**THIS SECTION MUST BE FILLED IN**

**Address for Service** (not a PO Box number).

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

Phone \_\_\_\_\_ (Wk) \_\_\_\_\_ (Hm) \_\_\_\_\_ (Mobile)

Email: \_\_\_\_\_

**Other Contact address(es)** \_\_\_\_\_

## Tenancy details

**Address of Tenancy** \_\_\_\_\_

\_\_\_\_\_

**Rent per week/fortnight/month \$** \_\_\_\_\_ **to be paid in advance weekly/fortnightly/monthly**

**Security deposit amount \$** \_\_\_\_\_

**Rent to be paid at** \_\_\_\_\_

**or into bank account number** \_\_\_\_\_

**Account name** \_\_\_\_\_

**Branch** \_\_\_\_\_ **Bank** \_\_\_\_\_

# The owner and tenant agree that

1. The tenancy shall commence on \_\_\_\_\_  
Strike out one of the following options:
2. This is a periodic tenancy and may be ended by either party in accordance with the Act and Regulations of the Authority  
OR  
This is a fixed term tenancy terminating on \_\_\_\_\_ and may be ended by either party in accordance with the Act and Regulations of the Authority.
3. The number of occupants allowed to reside on the premises are \_\_\_\_\_
4. Pets shall/shall not be allowed. If allowed state the number and type of animal allowed:  
\_\_\_\_\_  
\_\_\_\_\_
5. The tenant shall not assign or sublet the premises without the written consent of the owner.
6. This tenancy is subject to the Act and the regulations of the Authority.
7. The following facilities shall/shall not be included in the rent:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Other terms of this tenancy:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Signatures (Do not sign this agreement unless you understand and agree with everything in it)

The owner and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on the back page of this agreement.

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Owner

tenant

tenant

Date signed \_\_\_\_\_ Date signed \_\_\_\_\_

## Rent and Security Deposit Receipt

Initial rent payment \$ \_\_\_\_\_  
Security Deposit \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

To (Name) \_\_\_\_\_  
Date paid \_\_\_\_\_  
Signed as received \_\_\_\_\_

# Condition Inspection Report

**This should be used to record the condition of the property at the start and end 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	Value of damage
	O	T		O	T		
<b>Lounge</b>							
Walls/Doors							
Lights/Power points							
Floors/Fl. Coverings							
Windows							
Blinds/Curtains							
<b>Kitchen/Dining</b>							
Walls/Doors							
Lights/Power points							
Floors/Fl. coverings							
Windows							
Blinds/Curtains							
Cupboards							
Sinks/Benches							
Oven							
Refrigerator							
<b>Bathroom</b>							
Walls/Doors							
Lights/Power points							
Floors/Fl. coverings							
Windows							
Blinds/Curtains							
Mirror/Cabinet							
Bath							
Shower							
Wash Basin							
Toilet(WC)							
<b>Laundry</b>							
Walls/Doors							
Lights/Power points							
Floors/Fl. coverings							
Windows							
Blinds/Curtains							
Washing machine							
Wash Tub							
<b>Bedroom 1</b>							
Walls/Doors							
Lights/Power points							
Floors/Fl. coverings							
Windows							
Blinds/Curtains							
<b>Bedroom 2</b>							
Walls/Doors							
Lights/Power points							
Floors/Fl. coverings							
Windows							
Blinds/Curtains							
<b>Bedroom 3</b>							
Walls/Doors							
Lights/Power points							
Floors/Fl. coverings							
Windows							
Blinds/Curtains							
<b>General</b>							
Rubbish bins							
Locks							
Garage/Car port							
Grounds							
No. keys supplied							
Stairs							
Halls							
Exterior							
						<b>Total amount of damage</b>	

**Furniture and Chattels provided by the owner**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Signatures for entry condition inspection**

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

I, \_\_\_\_\_ (tenant's name)

agree that this entry inspection fairly represents the condition of the premises.

do not agree that this entry inspection fairly represents the condition of the premises, for the following reasons: \_\_\_\_\_

Signed and dated by the tenant \_\_\_\_\_

I, \_\_\_\_\_ (owners name)

agree that this entry inspection fairly represents the condition of the premises.

do not agree that this entry inspection fairly represents the condition of the premises, for the following reasons: \_\_\_\_\_

Signed and dated by the owner \_\_\_\_\_

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

# Outline of the Regulations of the Tenancy Act of Bhutan

(Please refer to the Tenancy Act of the Kingdom of Bhutan 2004 and the Regulations for the complete provisions)

## 1. Agreement

- Each party should keep a copy of this tenancy agreement.
- Any changes to the agreement must be in writing and agreed to by both parties.

## 2. Address for service

The address for service is an address in Bhutan where notices and other documents relating to the tenancy will be accepted by you, or on your behalf, even after the tenancy has ended. It is good if your address for service is different from your tenancy address. The address for service cannot be a post office box.

## 3. Rent

- Owners shall not require rent to be paid more than one month in advance, nor until rent already paid has been used up.
- Three months written notice must be given for rent increases.
- Rent shall not be increased within 24 months of the start of the tenancy or the last rent increase.
- Also for rent to be increased in a fixed term tenancy, it must be stated in the tenancy agreement.
- Receipts must be given immediately if rent is paid in cash.

## 4. Security Deposit

- A security deposit is not compulsory, but an owner may require a security deposit of up to one months' rent.
- Receipts must be given for security deposits.
- The security deposit covers any damage or loss to the owner if the tenant's obligations are not met, but does not cover fair wear and tear.

## 5. Owner's responsibilities

- Provide and maintain the premises in a reasonable condition.
- Allow the tenant quiet enjoyment of the premises.
- Comply with all building, health and safety standards that apply to the premises.
- Not seize the tenant's goods for any reason.
- Inform the tenant if the property is on the market for sale.
- Not interfere with the supply of any services to the premises.
- If the owner is in breach of these responsibilities, the tenant(s) can apply to the Disputes Settlement Committee.

## 6. Tenant's responsibilities

- Pay the rent on time.
  - Keep the premises reasonably clean and tidy, and notify the owner as soon as any repairs are needed.
  - Use the premises for the purposes stated in the tenancy agreement.
  - Not damage or permit damage to the premises, and to inform the owner of any damage. \*
- \*Any insurance taken out by the landlord is unlikely to cover the tenant's liability for damage.*
- Not disturb the neighbour's or the owner's other tenants.
  - Not alter the premises without the owners written consent.
  - Not use the property for any unlawful purpose.
  - Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
  - At the end of the tenancy, leave all keys and such things with the owner. Leave all chattels supplied with the tenancy.

- If a maximum number of occupants is stated in the tenancy agreement, not exceed that number.

## 7. Rights of entry

**The owner shall enter the premises only:**

- with the tenant's consent at the time of entry; in an emergency; or
- for repairs or maintenance, from 8am to 7pm, after 24 hours notice; or
- for an inspection of the property or work done by the tenant, from 8am to 7pm after 48 hours notice; or
- with the tenant's prior consent, to show the premises to prospective tenants, purchasers or a registered valuer. Consent may not be unreasonably withheld but reasonable conditions may be imposed.

## 8. Subletting and assignment

If not expressly prohibited by the owner, the tenant may sublet or with the owner's prior written consent. Consent may not be unreasonably withheld unless subletting is totally prohibited by this agreement.

## 9. Locks

- Can only be changed with the agreement of both the tenant and the owner.
- Should be provided and maintained in a secure state by the owner.

## 10. Notice to terminate tenancy

**NB: This does not apply to fixed term tenancies**

**The tenant may terminate the tenancy with two months notice in writing if:**

- an owner has breached the tenancy agreement and having been notified by the tenant in writing has not rectified the breach within a reasonable time; or
- where, otherwise than as a result of a breach of the tenancy agreement, the premises are destroyed, or are so seriously damaged as to be unfit for the purpose stated in the tenancy agreement;

in which case the tenant shall give no less than 14 days notice.

**The owner may terminate the tenancy with two months notice in writing if:**

- the owner has an agreement to sell the premises with vacant possession; or
- the premises are required for occupation by the owner or a member of the owners family.

**The owner may terminate the tenancy with one months notice in writing if:**

- the tenant has caused or threatened to cause substantial damage to the premises; or
- the tenant has assaulted, or threatened to assault, the owner, a member of the owner's family, or a neighbour; or
- the tenant has failed to comply with a term of the tenancy agreement, and has not corrected the situation within a reasonable time after the owner gives written notice to do so; or
- rent is unpaid and remains unpaid after the due date as set out in the tenancy agreement.