

GUYANA
COUNTY OF DEMERARA

AGREEMENT OF TENANCY

THIS AGREEMENT OF TENANCY is made and entered into this (Insert Date) between of (hereinafter referred to as "**the Landlord**") which term shall include where the context so admits his/her heirs, successors, executors, administrators and assigns, of the one part, and **Mr./Ms.** of (hereinafter referred to as "**the Tenant**") of the other part which term shall where the contract so permits, include her heirs, successors, executors, administrators and assigns.

WHEREAS the Landlord is the owner of the property,,, situate at,, Guyana;

AND WHEREAS the Landlord has agreed to rent the apartment together with the furniture, fixtures and appliances therein as listed in the Appendix hereto (hereinafter referred to as "**the demised premises**") to the Tenant for a period of (.) year commencing on and terminating on **20** at a monthly rental ofDollars.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **RENT:** Rent will become due on the day of each month, the first payment to be made on the execution of this Agreement, and all other payments to be made directly to the Landlord or his authorized agent.
2. **SECURITY DEPOSIT:** On execution of this Agreement, the Tenant will deposit with the Landlord Dollars (.....) in advance as a security deposit. On the termination of this Agreement, the security deposit shall be refunded by the Landlord to the Tenant in the same currency paid on the execution of this Agreement, less deductions for any damage to the demised premises, the furniture, fixtures or appliances or for outstanding electricity and telephone bills. Inspection of the demised premises shall be carried out by or on behalf of both the Landlord and Tenant prior to the expiration of the tenancy, for the purpose of arriving at

a consensus in relation to the condition of the demised premises, furniture, fixtures and appliances.

3. **The Tenant** hereby covenants with the Landlord as follows:

- (i) To pay one month rent in advance on the execution of this Agreement.
- (ii) To pay the monthly rent on the days and in the manner aforesaid.
- (iii) Not to make any alterations to the demised premises without the prior permission in writing of the Landlord.
- (iv) Not to use or permit the use of the demised premises or any part thereof otherwise than for the purpose of a residence without the written consent of the Landlord, and not to hold dances or other noisy gatherings there other than reasonable social gatherings of the occupant, and not to permit anything to be done which may reasonably be of annoyance to the occupiers of neighbouring premises.
- (v) To pay all charges for electricity and garbage collection services supplied to the demised premises during the term of this Agreement.
- (vi) To pay all telephone charges incurred during the term of this Agreement.
- (vii) To permit the Landlord and his duly authorised agent with or without workmen upon giving three (3) days notice in writing, at any reasonable time(s), to enter upon the demised premises and examine the condition thereof.
- (viii) Not to assign, underlet or part with the possession of the demised premises or any part thereof.
- (ix) Not to do anything on the demised premises which might render void any insurance policy the Landlord may have on the demised premises ***(a copy of which the Landlord will furnish to the Tenant on the execution of this Agreement)*** or may lead to an increase in the premium thereon.
- (x) To occupy and use the demised premises in a good and tenant-like manner and to keep the interior of the demised premises in good condition, fair wear and tear and damage by accidental fire or malicious act of a stranger excepted, and to make good any damage to the Landlord's furniture, fixtures and appliances (fair wear and tear excepted).
- (xi) In the event of any urgent repairs to the demised premises being required, the Tenant shall be at liberty to effect such repairs and deduct the costs, substantiated by receipts, from the rent provided that the Tenant had given notice to the Landlord in writing informing him of the repairs to be done and the Landlord took no action after fourteen (14) days of such notification.

- (xii) On the termination of this tenancy, to give up quiet and peaceful possession of the demised premises.

4. **The Landlord** hereby covenants with the Tenant as follows:

- (i) That the Tenant paying the rent hereby reserved and performing and observing the several covenants on his/her part herein contained shall peaceably hold and enjoy the demised premises during the term hereby created without any interruption by the Landlord or any person rightfully claiming from, under or in trust for the Landlord.
- (ii) To keep the interior and exterior of the demised premises in good repair and condition and to carry out any structural or other repairs that may from time to time be needed to the demised premises.
- (iii) To pay all rates and taxes on the demised premises.
- (iv) To pay all water charges to the demised premises unless separately metered.
- (v) To keep the demised premises insured against loss by fire, riot or malicious damage.

5. Provided always and it is hereby agreed as follows:

- (i) If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for two (2) calendar weeks, the Landlord shall be entitled to re-enter into or upon the demised premises as if this Agreement had not been made without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained.
- (ii) Any notice to the Tenant shall be sufficiently served and to be sent via electronic email or post in all instances the sender shall seek to confirm receipt.

6. If at any time during the tenancy, the demised premises or any part thereof is damaged or destroyed by fire, flood or other cause so as to be unfit for habitation and use, then the rent hereby reserved or a fair portion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for habitation and use.

7. If the Tenant shall desire to renew this Agreement at the expiration thereof, the Tenant shall give one month's notice in writing to the Landlord of the desire to do so and such renewal shall be subject to the approval of the Landlord upon such terms and conditions as shall be agreed

upon by the Landlord and the Tenant.

8. Either party to this Agreement may terminate the Agreement by furnishing the other party with one (3) month's notice in writing of such termination

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written in the presence of the subscribing witnesses.

.....
Landlord

.....
Tenant

WITNESSES:

1.

2.