

HOUSING/RENTAL AGREEMENT

*This agreement is as tabulated and signed between the landlord and tenant and conflicts or challenges between both **parties** will be managed by them or referred to the court system for resolution. Northern Caribbean University is not a signatory to any of these agreements and will only be required to have on file, in the office of Student Services and Records, information as is required by law and the rules and regulations of the University.*

Individuals who have been living in university housing must complete the relevant application form for off-campus housing, and receive approval from the Office of Student Services and Records. The application must be accompanied by a letter of parental approval which must include the full name, address and telephone contact of the parent(s).

1. This agreement is between the landlord or Agents (Print Name _____ and the tenant(s) (Print) Name _____
2. This agreement is for a period of _____ in the first instance, renewable by reservation with the respective landlord/agent.
3. The premises are located at _____
4. The landlord/agent/contact person is _____ Telephone _____
5. The space for rental is:
 - a) One Bedroom ☐ Two Bedrooms ☐
 - b) One Kitchen ☐ One Dining Room ☐
 - c) Shared Kitchen ☐ Shared Dining Room ☐
 - d) Own Bathroom ☐ Shared Bathroom ☐
 - e) Laundry Area ☐
6. The rental cost will be _____ per month inclusive\exclusive of water and electricity costs.
7. The tenant(s) is/are responsible for cooking gas.
8. The rent is payable on the first working day of each month. Beginning date _____
9. A deposit equivalent to one month's rent is required, payable in advance. This deposit is refundable at the end of the period after any necessary deductions made for damage is or other appropriate expenses.
10. The tenant(s) will take care of the rental space and its content(s) and will be responsible for the cost of repairs for damages, other than wear and tear from normal usage. Broken items must be replaced or repaired. Appropriate cleaning must be done of the bathroom, kitchen, living spaces and floors.
11. The laundry area must be used for ironing. Ironing should not be done on beds, chest of drawer or any other are that is not designated for ironing.
12. The tenant(s) will be responsible for proper disposal of garbage and other material that may cause contamination of the premises by roaches, ants rats etc. Garbage must be removed from the kitchen/dining room at least once per day.

13. Garbage must be removed from the bedroom and bathroom area at least once per week.
14. Garbage is collected by the National Solid Waste Management programme, provided by the Manchester Parish Council, therefore the garbage should be placed in the appropriate receptacle so designated for collection.
15. The tenant will clean his or her room and the common areas on a regular basis making them free from garbage and other obnoxious odors to maintain good sanitation.
16. The tenants(s) will show regard for the fact that they are living in a shared house and as such show due regard for a tolerable noise level. That is: radio, television, computer, iPods, MP3 players etc. should not be played loud, nor should there be any noise that would disturb the other occupants in the adjoining rooms or in the house.
17. All electrical and electronic appliances must be protected by surge protectors, as the landlord will not be held liable for any damage resulting from power surges, negligence of the national power service provider, lightning or any other act of God.
18. Tenants must secure their property as the landlord will not be held liable for any loss however caused.
19. Tenants are required to keep relevant windows and doors locked to prevent entry by unauthorized persons.
20. The landlord reserves the right to pay announced or unannounced visits to the rented quarters to check on the condition of the premises.
21. Tenants are required to adhere to the rules of: **not** defacing the walls, light fixtures, furniture or furnishings, or any item provided in the residence by pasting, nailing, making holes etc. Items in the room must reflect the philosophy and standards as is also required at the university.
22. Occupants are required to keep the surrounding areas (outside) the premises clean and tidy.
23. There is no provision for visitors to overnight or spend long hours visiting. While visitors are not denied; their visit will be under certain conditions.
 - a) Rooms are out of bounds for visitors of the same or opposite sex. This regulation relates to unmarried university students who occupy the rented space.
 - b) Visitors will conform to the noise controls and all other such regulations to which the tenant(s) are responsible, including the government regulations with respect to the Noise Abatement Act.
 - c) Visitors who drive vehicles must be advised to play their car radios "very low" or turn them off.
 - d) Visitors are not expected to arrive at night or stay late.
24. It is expected that tenant(s) should come home at reasonable hours and that entry to the house should be quiet as possible. Students are required to maintain the same hours as those set out by the university.
25. Tenant(s) are required to advise the landlord/agent about overnight /weekend leave and periods of absence from the premises e.g. vacation leave
26. The landlord and tenants will determine the costs for periods of long leave, especially if personal items are not removed from the property.

27. In the event that the tenant(s) is unable to return at the prescribed time (especially from overnight/vacation leaves) the landlord must be advised as a matter of courtesy especially in these times of kidnapping and abduction.
28. No provision is made for the keeping of pets.
29. Where the tenant (s) has/have a motor vehicle, such vehicle shall be parked in the yard at the tenant(s) risk. The landlord is not responsible for any loss to either the vehicle or its contents.
30. The landlord will from time to time share with the tenant(s) produce from the property. The tenant(s) are not to harvest any produce from the property without the expressed permission from the Landlord.
31. The landlord will from time to time share with the tenant(s) produce from the property. The tenant(s) are not to harvest any produce from the property without the expressed permission of the landlord.
32. Upon intention to leave the premises, the landlord has a right to examine the rented area to determine the condition (damage, defacement etc.) and receive the keys.

This agreement will be binding and will require one month's notice from either party (tenant or landlord) for release.

1. Tenants shall not lease, sublease, or assign the premises without the prior written consent of the Landlord (but this consent shall not be withheld unreasonably).
2. Landlord may enter the premises at reasonable times for the purposes of inspection, maintenance, or repair, and to show the premises to buyers or prospective tenants. In *all* instances, except those of emergency or abandonment, the Landlord shall give Tenant reasonable notice (at least one day) prior to such entry.
3. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the Landlord.
4. Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.
5. Tenant shall, upon termination of this Agreement, vacate and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
- N.B.** ABANDONMENT: It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where the TENANT, has been absent from the unit for 14 consecutive days.
6. SECURITY DEPOSITS: TENANT shall deposit with landlord the sum of \$_____ as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have vacated, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement TENANT may not use said deposit for rent owed during the term of the rent/lease agreement. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD,

then LANDLORD shall send said statement and any security deposit refund to the address given by the lessee.

7. INITIAL PAYMENT: TENANT shall pay the first month rent of \$_____ and the security deposit in the amount of \$_____ for a total of \$_____. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy.
8. OCCUPANTS: The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons: _____
9. SUBLETTING OR ASSIGNING: TENANT agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from LANDLORD.

If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$xxx for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent shall be considered as occupying the premises in violation of this agreement.

10. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and properly use and maintain all electrical, gas, heating, plumbing and other appliances provided by the landlord, and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence.
11. TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANT shall also be responsible for repair or replacement of the garbage disposal (if applicable) where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism. The tenant will further not cause intentional or careless damage to the dwelling.
12. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the steps, public balconies or the common hallways that interfere with the convenience of other residents is prohibited.
13. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days' notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced.
14. The landlord will provide adequate locks and keys

15. The landlord is not responsible for the cost of correcting problems which are caused by the tenant.
16. The landlord will keep common areas such as lobbies stairways and halls reasonably clean and free from hazards.
16. ALTERATIONS: TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent; TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.
17. INSURANCE: TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.
18. LATE CHARGE/BAD CHEQUES: A late charge of 6% of the current rental amount shall be incurred if rent is not paid when due.

If rent is not paid when due and landlord issues a 'Notice To Pay Rent Or Quit', TENANT must tender cash or cashier's cheque only. If TENANT tenders a cheque, which is dishonored by a banking institution, then TENANT shall only tender cash or cashier's cheque for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$xxx for each cheque that is returned to LANDLORD because the cheque has been dishonored.
19. PERSONAL PROPERTY OF TENANT: Once TENANT vacates the premises, all personal property left in the unit shall be stored by the LANDLORD for 14 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

Landlord's Access to the Rental Property

The landlord must give the tenant at least a two-day notice of intent to enter the property at reasonable times. The law states, however, that tenants must not unreasonably refuse to allow the landlord to enter the rented property when the landlord has given at least one day's notice of intent to enter at a specified time to show the dwelling to prospective or actual buyers or tenants. Tenants also must not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of emergency, the landlord can enter without notice.

Despite what you may hear from trusted and well-meaning advisers, you may not withhold your rent payments until the landlord makes repairs. You can be evicted for doing this. If you are having problems, contact the landlord. You also have the option to leave the premises.

SIGNATURES

Tenant: _____

Tennant: _____

Telephone #: _____

Telephone #: _____

Witness: _____

Witness: _____

Date: _____

Landlord: _____

Telephone #: _____

Referred by: _____

Telephone #: _____

PRINT NAME

1. Parties

The parties to this Agreement are _____,
hereinafter called "Landlord," _____, and
hereinafter called "Tenant" _____. If Landlord is the agent
of the owner of said property, the owner's name and address is: _____

2. Property

The Landlord hereby lets the following property to Tenant for the term of this Agreement: (a) the real
property known as: _____

_____ and (b) the following furniture and appliances on said property:

SEE NEXT PAGE FOR ITEMS PROVIDED ETC.

The items provided

Bed	dresser	chest of drawers
dining table	chair(s)	cabinet/breakfront
pots	dishes	cutlery

sofa chair(s) television
refrigerator stove gas cylinder,
washing machine dryer wash tubs
wall hangings vases floral arrangements

Received in good condition

Signed _____ (Landlord)

Signed _____ (Tenant)

Witness _____

Date _____

Returned in good condition

Signed _____ (landlord)

Signed _____ (tenant)

Witness _____

Date _____

Off-campus Housing Support

Student Service and Records

Form HRA-09-1