



Mountain View - Lease Agreement V

Latest Release | Version 0.0.1

Publisher(s): DATRO Consortium

Sep 16, 2021

Contents

1	Rental Agreement (v0.0.1)	1
1.1	The following has been agreed	1
1.1.1	Section One	1
1.1.2	Section Two	2
1.1.3	Section Three	3
1.1.4	Section Four	3
1.1.5	Section Five	3
1.1.6	Section Six	3
1.1.7	Section Seven	4
1.1.8	Section Eight	4
2	Release Notes & Notices	6
2.1	This Release (0.0.1)	6
2.1.1	Older Versions	6
2.2	Issues	7
3	Highlight Report (2021-Jul/Aug)	8
3.1	Plan vs Performance (2021 - Jul/Aug)	8
3.2	Issues, Risks, Concerns (2021 - Jul/Aug)	8
3.3	Plans Moving Forward (2021 - Aug/Sep)	8
4	Highlight Report (Sep 2021)	9
4.1	Plan vs Performance (Sep 2021)	9
4.2	Issues, Risks, Concerns (Aug/Sep 2021)	10
4.3	Plans Moving Forward (Oct 2021)	10
5	Annex	11
5.1	Tenancy Agreement IV (2020/21) - Transaction History	11
5.2	Maintenance: Owner Responsibilities	11
5.2.1	urgent	11
5.2.2	less urgent	12
5.2.3	Outstanding since construction	12
5.3	Maintenance: Tenant Responsibilities	12
5.4	Tenants Notices to Owner	12
5.4.1	Feedback from Tenant	12
5.5	Owners Notices to Tenant	13
5.6	Key Communications	13

CHAPTER 1

Rental Agreement (v0.0.1)

AMONG: On the one hand, **EUTASIO PAYANO TEJADA and ANGELITA ACOSTA DE LA CRUZ DE PAYANO**, Dominicans, of legal age, married to each other, the first an independent worker and the second a hotelier, bearers of personal and electoral identity cards Nos.: 066-0003295-4 y 134-0000617-0, both domiciled and resident in Calle Duarte No. 280, of the Municipality of Las Terrenas, who from now on in this contract will be called **THE FIRST PARTY or THE OWNERS**; And on the other hand, Mr. **SION HYWEL BUCKLER**, of British nationality, of legal age, merchant, Single, bearer of passport No. **562389465**, resident in the street boulevard del Atlantico No. 101, of the Municipality of Las Terrenas, Province Samana, who for the purposes of this contract will be called **THE SECOND PARTY or THE TENANT**.

1.1 The following has been agreed

1.1.1 Section One

THE OWNERS, by means of this contract, assign as a rental in favor of **THE TENANT** who accepts, the property described below:

A FURNISHED APARTMENT, WITH AN INVENTORY THAT IS ATTACHED TO THIS CONTACT, BUILT IN BLOCKS, CERAMIC FLOOR, CONCRETE CEILING, WITH ONE (01) BATHROOM, ONE (01) KITCHEN, (THREE (03) BEDROOMS AND ONE (01) LIVING ROOM, ONE (01) BALCONY, ONE (01) TERRACE, ONE (1) PARKING, LOCATED WITHIN THE RESIDENTIAL MOUNTAIN VIEW VILLA, IN THE “HOYO DEL CACAO” PLACE OF THE MUNICIPALITY OF LAS TERRENAS, SAMANA PROVINCE, DOMINICAN REPUBLIC.

Paragraph I

The Apartment Described above, will be used by **THE TENANT**, as a home, not being able to dedicate it to other purposes, or sub-rent it, transfer, or assign, in whole or in part, or in any way that would be to third parties, physical or moral, the rights acquired in this contract, nor may they make a change or distribution in said property or anything that changes its nature, without the prior written consent of **THE OWNERS**.

Paragraph II

THE TENANT, by means of this act, acknowledges that the rented Apartment is in perfect condition in its walls and in all its parts, Therefore, he undertakes to keep the Apartment in perfect condition, take care of its walls, floors, windows, locks, and furniture, interior paintings, installation, or any other in its physical structure, everything necessary for the proper maintenance of the Apartment.

Paragraph III

In the event that the parties, **THE OWNER and THE TENANT**, decide not to continue with this contract, they must notify each other two months before the end of this contract.

Paragraph IV

In the hypothetical case that **THE TENANT** decides to terminate this contract, they will lose a months deposit, as a penalty for having terminated the aforementioned contract before the agreed term.

1.1.2 Section Two

THE PARTIES agree that the property referred to in this contract will be used, always in accordance with the laws and moral precepts of good customs. The exercise of any other activity that is not authorized would be a terminating clause to this contract and **THE OWNERS** reserve the right to invalidate them by simple notification, without granting any compensation to **THE TENANT**.

Paragraph I

The parties agree that the pool will be of common use, whose hours will be from 9:00 A.M. at 10:00 P.M. and a gazebo for its activity, always giving two days advance notice for its use

Paragraph III

THE TENANT, undertakes to repair everything destroyed during the term that the rental contract dated September 1, 2020, in the six (06) months of the new rental contract, where the owners will look for a worthy budget for said repair or replacement of the damaged, so the complete Inventory will be replaced as received and as stipulated in the contract.

1.1.3 Section Three

THE TENANT, acknowledges that they must expressly and in writing inform **THE OWNERS**, of any loss and degradation that occurs in the rented Apartment, even if these do not result as consequence of no apparent loss.

Paragraph I

It is understood that the expenses of electricity and any other services, such as a telephone contract or others requested by **THE TENANT**, will be borne by them, who must deliver invoices for balance of said services at the time of delivery of the apartment,

1.1.4 Section Four

The price agreed between the parties for this contract is the sum of **FIVE HUNDRED DOLLARS (US \$ 500)**, or its equivalent in Dominican pesos at the current rate at the time of house payment, which will be paid monthly without delay.

Paragraph I

THE PARTIES acknowledge and agree that this contract is a renewal of the rental contract dated September 1, 2020, therefore the existing deposits in the contract will remain in force above as a deposit, that is, the sum of **FIFTY THOUSAND DOMINICAN PESOS (RD \$ 50,000.00)**, which will be returned at the end of the contract, as long as there is no need to make any kind of Repeatability for damage caused to the property by **THE TENANT**, or pending payments of utility bills requested by them, nor may they be used as monthly rent payments overdue.

Paragraph II

It is established between **THE PARTIES**, that once the completion date of this contract arrives, if **THE TENANT** manages to keep payments up to date in the six (06) months in which it lasts saying contract, this will be reason for the contract to be extended for six (06) more months of rent, as long as you keep the payments up to date, otherwise at the end of the six (06) months the present contract.

1.1.5 Section Five

This contract will have a duration of six (06) months, and will begin to run from the signing thereof, that is, from the first (01) of September 2021 and whose termination date will be the first (01) March 2022

1.1.6 Section Six

It is understood that within the property, either within the apartment or in the common areas, it is forbidden to enter or have pets of any kind, in compliance with the common areas of the residential referral.

Paragraph I

It is established by mutual agreement that the rental contract dated August 30 (30), 2020, with signatures legalized by Dr. Pedro Catrain Bonilla Notary Public for the National District, is rescinded due to having arrived at its end.

Paragraph II

It is established that the condominium expenses are borne by **THE OWNERS**, and they will be given a set of keys for the front gate, which they must deliver at the time of delivery the aforementioned apartment, and in case of having lost it they will have to replace it with a new set.

1.1.7 Section Seven

This contract may be terminated by **THE OWNER** for the following reasons:

- a) Due to lack of maintenance and deterioration of the leased property.
- b) By fortuitous event.
- c) Due to non-payment of monthly rents, if it exceeds five days.
- d) For any other cause or use contrary to the laws of good practice, and for **THE TENANT** failing to comply with any of the obligations contracted under this contract.

1.1.8 Section Eight

For the application and execution of this contract, the parties will be governed by common law.

Done and signed in two originals and in good faith, one for each of the contracting parties. In the Municipality of Las Terrenas, Samaná Province, Dominican Republic, on one (01) day of the month of September 2021

EUTASIO PAYANO TEJADA ANGELITA ACOSTA DE LA CRUZ DE PAYANO
THE OWNERS

SION HYWEL BUCKLER
THE TENANT

I, **ARIDIO ANTONIO GUZMAN ROSARIO**, Notary Public Lawyer of the Number of the Municipality of Las Terrenas, **CERTIFY AND ATTEST**: That the foregoing signatures were placed in my free presence and voluntarily, by the gentlemen: **EUTASIO PAYANO TEJADA, ANGELITA ACOSTA DE LA CRUZ DE PAYANO** and **SION HYWEL BUCKLER** of generals and qualities that consist of those who **I ATTEST** know and who have declared to me that Those are the signatures that they usually use in all the acts of their lives, for which full faith and credit must

be given. In Santo Domingo, Capital National District of the Dominican Republic, on one (01) day of the month of September 2021.

DR. ARIDIO ANTONIO GUZMAN ROSARIO
PUBLIC NOTARY
Tuition 6403

CHAPTER 2

Release Notes & Notices

2.1 This Release (0.0.1)

- **2021-09-15** - Added a link to the Annex (list of defects) at the end of Section 1: Paragraph II: (Tenant acknowledges apartment is in perfect condition)
- **2021-01-xx** - Section 2: Paragraph II removed (the tenant undertakes to make the payment of three (03) months of delay of the
 - Tenant understood there to be only 2 months rent, for settlement of the old contract. And this was paid 30/08/2021 (on the condition it would settle the matter)

2.1.1 Older Versions

Version 0.0.0

- **2021-09-14** - Version 0.0.0 translated and placed online by the tenant
- **2021-09-01** - Version 0.0.0 of this agreement was drafted and a copy provided to the tenant
- **2021-08-27** - Tenant responded and proposed renewal terms
- **2021-08-0?** - Owner provided tenant with written notice of expiration of contract
- **2021-08-27** - Meeting at property between tenant and owner (and translator). Terms of agreement verbally negotiated

In the table below the last entry displays a link to an archived copy of the last version.

Table1: Older Versions of this Document

archive date	version	description	download link
n/a	n/a	n/a	n/a

2.2 Issues

Below is a table of reported issued.

CHAPTER 3

Highlight Report (2021-Jul/Aug)

3.1 Plan vs Performance (2021 - Jul/Aug)

- Contract (2020/21) expires August 31st 2021.
- Owners report to tenant the apartment is selling. And they're discussing renewing tenancy.
- Owners send written notice to tenant about contract expiration.

3.2 Issues, Risks, Concerns (2021 - Jul/Aug)

2021-July - July unpaid. Tenant suggests 2 months security deposit cover last 2 months of contract (Jul/Aug) **2021-August** - Landlord inspects. Says bathroom and kitchen need repair. **2021-August** - Owner demands Tenant must pay additional \$1k (2 months rent/ repairs). **2021-August** - Tenant can't move house at such short notice and pay old landlord an additional security deposit. **2021-August** - Owner believes and alledges only 9 of the 12 payments of the contract term were paid.

3.3 Plans Moving Forward (2021 - Aug/Sep)

Owner should not declare the last \$1k Tenant paid is for this or that month. Nor should he declare the next \$1k is for the missing month. Avoid causing further confusion. Owner and Tenant should continue recording the money paid/ received and continue trying to match payments to invoices and investigating the imbalance. Both the Owner and Tenant are business people. It won't be difficult to identify the confusion.

CHAPTER 4

Highlight Report (Sep 2021)

4.1 Plan vs Performance (Sep 2021)

- Tenancy Agreement IV (2020/21) expires August 31st 2021.
- Owners report to tenant the apartment is selling. And they're discussing renewing tenancy.
- Owners send written notice to tenant about contract expiration.

Tenant Offer

- Tenant offers to pay final 2 months (Jul/Aug) e.g. \$1k.
- Tenant asks 1 more month to make payment on the 28th (as has been the case since April 2018). Before switching to paying on the 1st of the month.
- Repair work to be handled by Tenant during new tenancy.

Owner Counter-Offer

Aug-31 - Owner demands payment for new contract be made before the 15th in the first month. And the contract be 6 months, not 12 months.

Contract 0.0.0 - tenant loses deposit if tenant gives notice to leave

- tenants deposit cant be used for rent, only repairs

4.2 Issues, Risks, Concerns (Aug/Sep 2021)

****2021-Sep-16* - Owner produced a receipt, ahead of any payment, saying payment is for missing payment.**

- This will mean the Tenants payment for September for the new contract, will be allocated to a «missing payment» relating to the old contract - leaving September payment outstanding. In addition, October will be due on the 1st October. So After paying \$1k for July/Aug, And another \$500 for September, used instead for a missing payment (\$1500 in total), a further payment is expected to be demanded for September and October (a further \$1k). And the repair work is being quoted. An additional \$1k. That's \$1k Aug + \$500 Sep/»missing payment» + \$1k Sep/Oct + \$1k repair = That's \$3,500 the landlord is expecting, in the space of a few weeks. In fact, funds for a month of the old contract was borrowed. So the lender has to be paid back and the landlord wants paying again. That's an additional cost of \$1k. So \$4,500 in the space of a few weeks. Extortion !!!
- Landlord has not specified which month a payment was missed on the old contract. Only that a payment is missing.

2021-Sep-16 - Tenant wishes to further query the Owners alledged «missing payment» from the last contract. Which month ?

- Dispute the use of the first payment of the new contract for this alledged mysterious «missing payment».
- Condition of the \$1k sent on the 30th Aug was that is was for final settlement of the old contract. It's even specified on the bank transfer.

4.3 Plans Moving Forward (Oct 2021)

- Solve the mystery of the missing payment once and for all
- At least differ the matter, treat it as a seperate matter - since it's being disputed.
- Not write receipts ahead of payment saying that's what the payment is for, when it is not. That's not honourable.
- Sign a contract. v0.0.0 is not acceptable to the tenant. Which is why the tenant has redrafted the agreement (v0.0.1).
- Waiver or discount the \$65 fee for the contract, since it was poorly written and the tenant had to do work on it too.
-

5.1 Tenancy Agreement IV (2020/21) - Transaction History

- **2021-08-30** - Paid Jul/Aug \$1,000 USD (bank transfer). No Receipt
- **2021-07-xx** - July`
- **2021-06-xx** - June ? source: Adrian?
- **2021-06-29** - Paid Apr/May \$1,100 (\$600 on 19th and \$550 on 29th). Receipt says April/May
- **2021-03-xx** - Paid Feb/Mar \$1,000. Receipt says Feb/March (source Adrian)
- **2021-01-28** - Paid January \$500 USD
- **2021-12-xx** - Paid December (source: Frank)
- **2020-12-17** - Paid November (receipt (17/12) - 32,000 DOP
- **2020-11-03** - Paid October (receipt exists for 02/03 payments) - (source Ron/WU)
- **2020-11-02** - paid September - (source MARINA/ZACK)
- **2020-08-xx** - Paid July/Aug (receipt exists for 28th/ 67,850 dop)

5.2 Maintenance: Owner Responsibilities

5.2.1 urgent

- leaky windows
- door on main gate is rusted and breaking
- bedroom window outside light is loose, it may fall

5.2.2 less urgent

- intercom
- cleaning balcony sunscreens ?

5.2.3 Outstanding since construction

- coax sockets missing fascias
- bedside draws missing railings
- light upstairs
- balcony light switch is outside in hallway
- wardrobes missing poles to hang clothes
- exposed wiring in bathroom
- bathroom ceiling is plaster, not painted

5.3 Maintenance: Tenant Responsibilities

- cracks in kitchen worksurface around sink
- cracks in shower glass
- tile on front roof
- missing bed linnen, nees replacing
- missing kitchen utensils need replacing
- fan upstairs nees replacing

5.4 Tenants Notices to Owner

- dehumidifier/ air-conditioning
- fan on front balcony
- fan/better lighting in kitchen

5.4.1 Feedback from Tenant

- security guard sits and stares in the window and cocked his weapon frequently.
- I imagine it's intimidating and weird for the women in the building.
- dogs surround the property in every direction and bark day and night.
- front outside light changed in August, very bright and very close to front bedroom window - hiders sleep
- must the pool cleaning staff disconnect the water to entire building. Is this resolved yet ?

5.5 Owners Notices to Tenant

July ? late payment notice Aug ? tenancy expiration notice

5.6 Key Communications

- **2021-09-16** - *The tenant reminded the owner of the leaks in the bedrooms*
- **2021-08-27** - *Meeting at property between tenant and owner (and translator). Terms of agreement verbally negotiated*
- **2021-08-27** - *Tenant responded and proposed renewal terms*
- **2021-08-0?** - *Owner provided tenant with written notice of expiration of contract*
- **2021-08-18** - *Owner > tenant (whatsapp): «friend, you're 3 months behind»*
- **2021-08-10** - *Owner > tenant (whatsapp): «friend, you're 2 months behind which you have to cancel (settle ?)»*
- **2021-07-31** - *Tenant > owner (whatsapp): I will pay July (due only 3 days ago) and I will pay August soon*
- **2021-07-31** - *Owner > tenant (whatsapp): chased payment*