

SUBSIDIARY LEGISLATION 604.02

**REGISTRATION OF PRIVATE RESIDENTIAL LEASE
CONTRACTS REGULATIONS**

31st December, 2019

LEGAL NOTICE 355 of 2019.

1. The title of these regulations is the Registration of Citation.
Private Residential Leases Contracts Regulations.

2. Any person entering a private residential lease contract Model contract.
may use any of the model contracts contained in Parts I, II and III as
the case may be:

(a) the model contract contained in Part I shall apply
to the leasing of shared residential space in accordance with
article 16 of the Private Residential Leases Act; Cap. 604.

(b) the model contract contained in Part II shall apply
to short private residential leases in accordance with article 2 of
the Private Residential Leases Act; Cap. 604

(c) the model contract contained in Part III shall
apply to long private residential leases in accordance with
article 8 of the Private Residential Leases Act. Cap. 604.

3. (1) Any person entering a private residential lease
contract who makes use of a contract other than the model contract
contained in Parts I, II and III shall attach, to the said contract, the
standard form contained in Part IV. Standard forms.

(2) If there is any conflict between the contract and the
standard form, the details contained in the standard form shall prevail.

4. (1) For the purposes of the registration of the
agreement, the Housing Authority shall be entitled to request the
identification number of the parties appearing on the contract and their
e-mail address. Details requested
by the Housing
Authority.

(2) The Housing Authority shall also be entitled to demand
the lessor to specify the number of occupants that shall reside in the
tenement in accordance with article 4 of the Private Residential Leases
Act. Cap. 604.

5. (1) The Housing Authority shall retain any personal
data for a maximum period of five (5) years from the date of termination
of the contract of lease: Data retention.

Provided that this period may be extended for the
purpose of the establishment, exercise or defence of legal claim and
for legal proceedings which may be instituted under any law.

Cap. 586.

(2) This regulation shall be read in conformity with the Data Protection Act and the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**SCHEDULE
PART I
LETTING OF SHARED RESIDENTIAL SPACE
(Regulation 2)**

Details

This, day of

By the present private writing there appear on the one part son of and neè born in and residing at holder of a legally valid identification document number and user of e-mail address hereinafter referred to as the lessor.

And on the other part son of and neè born in and residing at holder of a legally valid identification document number and user of e-mail address hereinafter referred to as the lessee.

And hereby the lessor is granting by title of lease to the lessee who under the same title of lease accepts

..... *[address in full]* hereinafter referred to as the premises, subject to the following terms and conditions:

Payment & Duration

- (i) The lease shall run for a period of six (6) months with effect as from the *[day]* of *[month]* *[year]*.
- (ii) The lessee shall pay the lessor a monthly rent of € which shall be payable on *[day of the month]*. Payment shall be

affected via:

Cash/Direct Debit

Details:

.....

.....[bank details].

(iii) This agreement shall not be renewed.

(iv) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Deposit

- (i) The lessee hereby pays unto the lessor who accepts and issues due receipt, the further sum of €..... being a deposit paid by the said lessee in security of the payment of such amounts which in terms of law or of this agreement are payable by the lessee.
- (ii) The deposit paid in terms of this paragraph is to be retained by the lessor for the duration of the lease and shall be thereafter released by the same lessor, in part or in whole, as the case may be, provided that the premises after having been inspected by the lessor (or his agent) is found to be in the same condition (except fair wear and tear) as it was when occupation was effected and upon verification and confirmation of the payment by the lessee of all such amounts which in terms of law or of this agreement are or shall become due by the lessee.
- (iii) Annex A shall include an inventory containing all the movables present in the premises. The list shall include photographs of the state in which any of the movables have been delivered to the lessee.
- (iv) The payment by the lessee of the deposit set out in this paragraph shall not release the lessee from the obligation to pay such amounts which in terms of law or of this agreement are payable to the lessor.
- (v) The lessor shall be freely entitled to set off and thereafter retain, the deposit or part thereof, against the unpaid portion of such amounts which in terms of law or of this agreement are payable by the lessee.
- (vi) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Use of the Premises

- (i) The lessee shall exclusively utilise the premises as a residence, and is hereby expressly precluded from utilising or permitting the utilisation of the premises or any part thereof for any other purpose.
- (ii) The lessor will not recognise any other person than the lessee for complete responsibility of the property in question.
- (iii) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Condition and Preservation of the Premises

- (i) The lessee acknowledges to have examined the premises and in consequence of such examination, the lessee declares that there are no apparent defects on either the immovable or the movables except those marked in the inventory.
- (ii) The lessee shall make use of the premises with the care and diligence of a *bonus paterfamilias* and shall execute all acts of ordinary repair and maintenance of the premises as may from time to time be necessary, saving any repair of damages caused by *force majeure* and without any fault of his own.
- (iii) Saving what is otherwise set out in this paragraph, all expenses incurred in connection with repair and maintenance, internal or external, or imposed or ordered by the competent officials or by law, including such expenses as are necessary to render the tenement fit for utilisation as residential premises, shall be borne solely by the lessor.
- (iv) The lessee shall give timely notice to the lessor of all occurrences requiring extraordinary repairs of a structural nature.
- (v) All extraordinary structural repairs, save those occasioned or contributed to by the acts or omissions of the lessee shall be executed by the lessor and the expenses incurred or incurable in connection with such repairs shall be borne by the lessor, and the lessee shall not, unless authorised so to do by the lessor, perform or order the performance of any extraordinary repairs except in urgent cases and only in accordance with the law.
- (vi) At the termination of the lease, the lessee is to surrender the premises unto the lessor in a good state of repair, clean and tidy, fair wear and tear accepted.
- (vii) The lessee shall not, under any circumstance, and without the written consent of the lessor, be entitled to execute and perform any improvements or alterations of whatever nature to the

premises.

(viii) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Utility Bills & Services

- (i) The lessor shall ensure that all utilities and other fees or bills payable in respect of rent/consumption until the commencement of the lease are duly paid and settled.
- (ii) Annex B shall include Automated Revenue and Management Services (ARMS), Form H and Form N duly filled and signed by both parties to this agreement.

[This clause may be omitted if the lessee applies for his temporary recognition by the service provider.]

- (iii) Both parties to this agreement declare that water/electricity meters were read on [day] [month] [year].

Water:

Electricity:

- (iv) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Termination & Renewal Notices

- (i) The lessee, may at any time, after the expiration of the compulsory period established by the law, notify the lessor of his intention to terminate the agreement, in the manner provided for by the law.
- (ii) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Miscellaneous

- (i) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Lessor:

.....
.....

Lessee:

.....
.....

PART II
SHORT PRIVATE RESIDENTIAL LEASES
(Regulation 3)

Details

This, day of By the present private writing there appear on the one part son of and neè born in and residing at and user of e-mail address holder of a legally valid identification document number hereinafter referred to as the lessor.

And on the other part son of and neè born in and residing at and user of e-mail address holder of a legally valid identification document number hereinafter referred to as the lessee.

And hereby the lessor is granting by title of lease to the lessee who under the same title of lease accepts
.....
.....*[address in full]* hereinafter referred to as the premises, subject to the following terms and conditions:

Payment & Duration

- (i) The lease shall run for a period of six (6) months with effect as from the *[day]* of *[month]* *[year]*.
 - (ii) The reason for which the premises is being leased for a short period is because the lessee is a:
 - (a) non-resident worker who is employed either for a period less than six (6) months or only to complete a specific task within a maximum period of six (6) months;
 - (b) non-resident student who is enrolled in courses for less than six (6) months;
 - (c) resident who needs to rent an alternative primary residence for a period of less than six (6) months;
 - (d) non-resident who needs to rent a tenement for a period of less than six (6) months, and he is not seeking to establish his long residence in Malta.
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[specify one of the reasons contained in the law] and such reason is being attested by the relevant documentation contained in Annex A.

- (iii) The lessee shall pay the lessor a monthly rent of €..... which shall be payable on *[day of the month]*. Payment shall be affected via:

Cash/Direct Debit

Details:

.....[bank details].

(iv) This agreement shall no

- (v) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Deposit

- (i) The lessee hereby pays unto the lessor who accepts and issues due receipt, the further sum of € being a deposit paid by the said lessee in security of the payment of such amounts which in terms of law or of this agreement are payable by the lessee.
 - (ii) The deposit paid in terms of this paragraph is to be retained by the lessor for the duration of the lease and shall be thereafter released by the same lessor, in part or in whole, as the case may be, provided that the premises after having been inspected by the lessor (or his agent) is found to be in the same condition (except fair wear and tear) as it was when occupation was effected and upon verification and confirmation of the payment by the lessee of all such amounts which in terms of law or of this agreement are or shall become due by the lessee.
 - (iii) Annex B shall include an inventory containing all the movables present in the premises. The list shall include photographs of the state in which any of the movables have been delivered to the lessee.
 - (iv) The payment by the lessee of the deposit set out in this paragraph shall not release the lessee from the obligation to pay such amounts which in terms of law or of this agreement are payable to the lessor.

- (v) The lessor shall be freely entitled to set off and thereafter retain, the deposit or part thereof, against the unpaid portion of such amounts which in terms of law or of this agreement are payable by the lessee.
- (vi) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta].*

Use of the Premises

- (i) The lessee shall exclusively utilise the premises as a residence, and is hereby expressly precluded from utilising or permitting the utilisation of the premises or any part thereof for any other purpose.
- (ii) The lessor will not recognise any other person than the lessee for complete responsibility of the property in question.
- (iii) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta].*

Condition and Preservation of the Premises

- (i) The lessee acknowledges to have examined the premises and in consequence of such examination, the lessee declares that there are no apparent defects on either the immovable or the movables except those marked in the inventory.
- (ii) The lessee shall make use of the premises with the care and diligence of a *bonus paterfamilias* and shall execute all acts of ordinary repair and maintenance of the premises as may from time to time be necessary, saving any repair of damages caused by *force majeure* and without any fault of his own.
- (iii) Saving what is otherwise set out in this paragraph, all expenses incurred in connection with repair and maintenance, internal or external, or imposed or ordered by the competent officials or by law, including such expenses as are necessary to render the tenement fit for utilisation as residential premises, shall be borne solely by the lessor.
- (iv) The lessee shall give timely notice to the lessor of all occurrences requiring extraordinary repairs of a structural nature.
- (v) All extraordinary structural repairs, save those occasioned or contributed to by the acts or omissions of the lessee shall be executed by the lessor and the expenses incurred or incurable in connection with such repairs shall be borne by the lessor, and the lessee shall not, unless authorised so to do by the lessor, perform or order the performance of any extraordinary repairs except in urgent cases and only in accordance with the law;

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- (vi) At the termination of the lease, the lessee is to surrender the premises unto the lessor in a good state of repair, clean and tidy, fair wear and tear accepted.
 - (vii) The lessee shall not, under any circumstance, and without the written consent of the lessors, be entitled to execute and perform any improvements or alterations of whatever nature to the premises.
 - (viii) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Utility Bills & Services

- (i) The lessor shall ensure that all utilities and other fees or bills payable in respect of rent/consumption until the commencement of the lease are duly paid and settled.
- (ii) Annex C shall include Automated Revenue and Management Services (ARMS), Form H and Form N duly filled and signed by both parties to this agreement.

[This clause may be omitted if the lessee applies for his temporary recognition by the service provider.]

Both parties to this agreement declare that water/electricity meters were read on [day] [month] [year].

Water:.....

Electricity:

- (iii) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Termination & Renewal Notices

- (i) The lessee, may at any time, after the expiration of the compulsory period established by the law, notify the lessor of his intention to terminate the agreement, in the manner provided for by the law.
- (ii) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Miscellaneous

- (i) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Lessor:

.....

Lessee:

.....

PART III
LONG PRIVATE RESIDENTIAL LEASES
(Regulation 4)

Details

This, day of By the present private writing there appear on the one part son of and neè born in and residing at and user of e-mail address holder of a legally valid identification document number hereinafter referred to as the lessor.

And on the other part son of and neè born in and residing at and user of e-mail address holder of a legally valid identification document number hereinafter referred to as the lessee.

And hereby the lessor is granting by title of lease to the lessee who under the same title of lease accepts
.....
..... [address in full] hereinafter referred to as the premises, subject to the following terms and conditions:

Payment & Duration

- (i) The lease shall run for a period of years / months with effect as from the [day] of [month] [year].
- (ii) [Only in case of agreements exceeding one (1) year] After the

first year of the agreement the monthly rent may increase in proportion to the yearly adjustment of the Property Price Index (PPI), published by the National Statistics Office, provided that this increase does not exceed 5%.

- (iii) The lessee shall pay the lessor a monthly rent of €..... which shall be payable *[day of the month]*. Payment shall be affected via:

Cash/Direct Debit

Details:

.....
..... *[bank details]*.

- (iv) Three (3) months prior the expiry of this agreement, the lessor may notify the lessee about the decision that he will not be renewing the agreement. Failing any such notification, the agreement will be renewed automatically according to the conditions contained under this heading.
- (v) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta].*

Deposit

- (i) The lessee hereby pays unto the lessor who accepts and issues due receipt, the further sum of €..... being a deposit paid by the said lessee in security of the payment of such amounts which in terms of law or of this agreement are payable by the lessee.
- (ii) The deposit paid in terms of this paragraph is to be retained by the lessor for the duration of the lease and shall be thereafter released by the same lessor, in part or in whole, as the case may be, provided that the premises after having been inspected by the lessor (or his agent) is found to be in the same condition (except fair wear and tear) as it was when occupation was effected and upon verification and confirmation of the payment by the lessee of all such amounts which in terms of law or of this agreement are or shall become due by the lessee.
- (iii) Annex A shall include an inventory containing all the movables present in the premises. The list shall include photographs of the state in which any of the movables have been delivered to the lessee.
- (iv) The payment by the lessee of the deposit set out in this paragraph shall not release the lessee from the obligation to pay such amounts which in terms of law or of this agreement are payable to the lessor.

- (v) The lessor shall be freely entitled to set off and thereafter retain, the deposit or part thereof, against the unpaid portion of such amounts which in terms of law or of this agreement are payable by the lessee.
- (vi) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta].*

Use of the Premises

- (i) The lessee shall exclusively utilise the premises as a residence, and is hereby expressly precluded from utilising or permitting the utilisation of the premises or any part thereof for any other purpose.
- (ii) The lessor will not recognise any other person than the lessee for complete responsibility of the property in question.
- (iii) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*

Condition and Preservation of the Premises

- (i) The lessee acknowledges to have examined the premises and in consequence of such examination, the lessee declares that there are no apparent defects on either the immovable or the movables except those marked in the inventory.
- (ii) The lessee shall make use of the premises with the care and diligence of a *bonus paterfamilias* and shall execute all acts of ordinary repair and maintenance of the premises as may from time to time be necessary, saving any repair of damages caused by *force majeure* and without any fault of his own.
- (iii) Saving what is otherwise set out in this paragraph, all expenses incurred in connection with repair and maintenance, internal or external, or imposed or ordered by the competent officials or by law, including such expenses as are necessary to render the tenement fit for utilisation as residential premises, shall be borne solely by the lessor.
- (iv) The lessee shall give timely notice to the lessor of all occurrences requiring extraordinary repairs of a structural nature;
- (v) All extraordinary structural repairs, save those occasioned or contributed to by the acts or omissions of the lessee shall be executed by the lessor and the expenses incurred or incurable in connection with such repairs shall be borne by the lessor, and the lessee shall not, unless authorised so to do by the lessor, perform or order the performance of any extraordinary repairs except in urgent cases and only in accordance with the law;

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- (vi) At the termination of the lease, the lessee is to surrender the premises unto the lessor in a good state of repair, clean and tidy, fair wear and tear accepted;
 - (vii) The lessee shall not, under any circumstance, and without the written consent of the lessor, be entitled to execute and perform any improvements or alterations of whatever nature to the premises.
 - (viii) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Utility Bills & Services

- (i) The lessor shall ensure that all utilities and other fees or bills payable in respect of rent/consumption until the commencement of the lease are duly paid and settled.
- (ii) Annex B shall include Automated Revenue and Management Services (ARMS), Form H and Form N duly filled and signed by both parties to this agreement.

[This clause may be omitted if the lessee applies for his temporary recognition by the service provider.]

- (iii) Both parties to this agreement declare that water/electricity meters were read on[day] [month] [year].

Water:.....

Electricity:

- (iv) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Termination & Renewal Notices

- (i) The lessee, may at any time, after the expiration of the compulsory period established by the law, notify the lessor of his intention to terminate the agreement, in the manner provided for by the law.
- (ii) If, within at least three (3) months of the termination of the present agreement, the lessor fails to notify the lessee of his intention not to renew the lease, or to renew it under different conditions, the present agreement shall be renewed, under the same conditions, for a period of one (1) year.
- (iii) [add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]

Miscellaneous

(i) *[add any other clauses, deemed necessary provided that said clauses are in full respect of the laws of Malta]*

Lessor:

.....

Lessee:

.....

PART IV
STANDARD FORM

This standard form must be attached to any private residential lease contract which does not follow any of the model contracts contained in Parts I, II and III.

A. NAMES OF CONTRACTING PARTIES

Name of Lessor	ID Card / Company No.

Address of Lessor

.....

E-mail address

.....

Name of Lessee

.....

E-mail address

.....

B. TYPE OF PRIVATE RESIDENTIAL LEASE CONTRACT

a. Letting of Shared Residential Space

b. Short Private Residential Lease

c. Long Private Residential Lease

C. CONTRACT DETAILS

1. Address of Leased Property

2. Agreed use of the Property

Residential

3. Duration of Lease*

* Shared residential space and short private residential leases can only be agreed for a period of six (6) months. Long private Residential Leases must have a minimum duration of one (1) year.

4. Extension of Lease

Yes	No
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If yes, the manner in which the lease can be extended:

5. Rental Amount	
Manner in which the payment is to be made	
Cash	Direct Debit
Other	Specify Other:

6. Deposit	
Yes	No
If yes, specify amount:	

D. INVENTORY	
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The inventory is being attached to this contract under ANNEX:	
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E. UTILITIES	
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The lessor is granting recognition to the lessee for the purposes of calculating the correct tariff applicable for electricity and water supply, and granting the lessee access to the account details relative to the leased premises, through:	
FORM H	FORM N
/ ^ 11 ^ ^ has applied for temporary recognition under FORM F2	

F. NUMBER OF OCCUPANTS	
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This Annex forms part of the agreement between the lessor and the lessee in relation to the property specified under Section C1 of this Annex.

To the extent that any inconsistency arises between the other terms of the agreement and this Annex, the terms of this Annex shall prevail.

Lessor:

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Lessee:

.....
