

## **RENTAL AGREEMENT**

### **THE AGREEMENT**

- 1.** The landlord agrees to give the tenant:
  - 1.1 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf; and
  - 1.2 a copy of the agreement signed by both the landlord and the tenant, as soon as reasonably practicable.

### **RENT**

- 2.** Term: the term of this rental agreement shall be for a period of one (1) year, from the execution of this agreement renewable for a like period from mutual agreement and subject to such terms and conditions to be agreed upon by the parties; provided, however, that even before the termination of said ONE (1) year period, either party may be terminated this lease, by giving advance one month notice to the landlord; in the absence of written notice, nor a word of advice from tenant, two successive non- payment of rentals will be a valid cause for termination of this agreement/contract.
- 3.** Agreed monthly rental for the use and occupancy of residential unit will be Php 3,500.00 Philippines currency in cash payable on the date of occupancy. Said monthly rental is exclusive of electric bill, water bill and other services, which shall become exclusively by tenant.
- 4.** Upon the execution of this agreement, the tenant will pay the landlord the sum of Seven Thousand Pesos (Php 7,000.00) which amount is equivalent to one month deposit and one month advance for the leased premises. The deposit is to guarantee secure faithful compliance with the terms and conditions set forth therein, on the part of the tenant, and to be applied in the following manner- all accountabilities will be determined first, like broken fixture, lost ones and others and balance will be applied to rent.
- 5.** The landlord agrees to provide an acknowledgement receipt for any rent paid to the landlord. (The landlord is not required to provide or to make available an acknowledgement receipt if rent is paid into the landlord's account.)

### **USE OF THE PREMISES**

- 6.** The tenant agrees:
  - 6.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose; and
  - 6.2 not to cause or permit a nuisance; and

6.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbors.

#### **LANDLORD'S ACCESS TO THE PREMISES**

**7. The landlord,** the landlord's agent or any person authorized in writing by the landlord, during the currency of this agreement, may only enter the rented premises in the following circumstances:

- 7.1 in an emergency (including entry for the purpose of carrying out urgent repairs); or
- 7.2 to inspect the premises, if the tenant gets 1 day notice
- 7.3 to carry out necessary repairs, if the tenant gets 2 days notice on each occasion.

#### **CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES**

**8. The landlord agrees:**

- 8.1 to make sure the residential premises are reasonably clean and fit to live in; and
- 8.2 to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.

**9. The tenant agrees:**

- 9.1 to keep the residential premises reasonably clean; and
- 9.2 to notify the landlord as soon as practicable of any damage to the premises; and
- 9.3 not to intentionally or negligently cause or permit any damaged to the premises.

#### **ALTERATIONS AND ADDITIONS TO THE PREMISES**

**10. The tenant agrees:**

- 10.1 not attach any fixture or renovate, alter, or add to the residential premises without the landlord's written permission; and
- 10.2 not to remove, without the landlord's written permission, any fixture attached by the tenant; and
- 10.3 to notify the landlord of any damaged caused by removing any fixture attached by the tenant; and
- 10.4 to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair, if the landlord asks.

## **LOCKS AND SECURITY DEVICES**

### **11. The landlord agrees:**

- 11.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure; and
- 11.2 not to alter, remove or add any lock or other security device without reasonable excuse; and
- 11.3 to give the tenant a copy of the key or opening device or information to open any lock or security device which is added or altered. Lost key(s) caused by the tenant, may be replaced by the owner at a cost of P150/key. Key(s) are to be returned by the tenant to the owner at the end of the agreement.

### **12. The tenant agree:**

- 12.1 not to alter, remove or add any lock or other security device without reasonable excuse; and
- 12.2 to give landlord a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the landlord agrees not to given a copy.

## **Number of people in the Room**

A maximum of **four (4)** people at any one time is allowed to stay in the rented Room.

## **Behavior of visitors**

An occupier of a room must take all reasonable steps to ensure that their visitors or invited guests do not behave in a manner likely to interfere with the peaceful enjoyment of the owner.

## **Storage of inflammable liquids and other substances and materials.**

- (1) An occupier must not use or store on property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **Garbage disposal.** An occupier

- (a) Must maintain the room in a clean and tidy condition
- (b) Must ensure that before refuse is placed in the receptacle it is securely

wrapped or, in the case of tins or other containers, completely drained and

- (c) For the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected.
- (d) Garbage Collection Fee

## HOW TO END A CONTINUING AGREEMENT

\* A fixed term agreement may be ended for the following reasons, provided that at least 14 days notice is given:

- (a) if the tenant breaks one of the agreement's term;
- (b) if the tenant is more than 2 months arrears of rent;
- (c) if the landlord breaks one of the agreement's terms;
- (d) if the landlord or tenant wants to end the tenancy at the end of a fixed term agreement (in which case notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

## RENT INCREASES

- (1) The landlord cannot increase the rent during the fixed term.
- (2) After the agreement fixed term ended and the tenant wishes to continue the rent. The landlord and the tenant agree an additional **seven (7) percent** of the previous contract amount which will be integrated to the new Rental Agreement.

## SCHEDULE OF RENT PAYMENTS

- July 17, 2014
- August 17, 2014
- September 17, 2014
- October 17, 2014
- November 17, 2014
- December 17, 2014
- March 17, 2015
- April 17, 2015
- ~~January 17, 2015~~
- ~~February 17, 2015~~

## SPECIAL CONDITIONS

1. It is agreed between the Landlord and the Tenant that the Managing Agent/Landlord has the right to enter the leased premises to carry out periodic inspections of the property anytime with proper notice.
2. The tenant(s) agrees to supply their telephone number to the Managing Agent/Landlord and inform the landlord/agent immediately of any changes.
3. The tenant(s) cannot keep pets in the premises.
4. The tenant agrees that special care will be taken to ensure that the walls are kept free of marks. The tenant agrees that no decorating and/or painting occur within the premises unless permission is given by the landlord.
5. The tenant(s) agree that if the rent is paid by check and it is dishonored, then the tenant will compensate the agent for the dishonor fee and then the Managing Agent/Landlord has the right not to accept further check payments from the tenant.

**I HAVE READ, UNDERSTOOD AND CONCUR WITH THE CONTENTS AND STIPULATIONS OF THIS RENTAL AGREEMENT.**

**TENANTS:**

**LANDLORDS AGENT:**

**CATHERINE CABOCHAN**

**MICHAEL DELA CRUZ**

**TENANT REQUIREMENT:**

**Photo Copy of Two Governments Valid I.D. NBI / Police Clearance**