



RESIDENTIAL LEASE AGREEMENT

RELATING TO []

BETWEEN SOLIDARINVEST LIMITED AND []



RESIDENTIAL LEASE AGREEMENT

1. DATE

This Lease Agreement (the "Agreement" or "the Tenancy") is made the _____ day of _____ Two Thousand and Twenty Four.

2. PARTIES

BETWEEN: **SOLIDARINVEST LIMITED** a company limited by guarantee incorporated in Zambia and having its registered office at Plot 11740, off Chainama East Road, LMMU Campus, Post Net Box 298 Arcades, Private Bag E10, Lusaka, Zambia in the Lusaka Province of the Republic of Zambia ("**the Landlord**") of the one part;

AND: _____ ("**the Tenant**") of the other part.

3. PROPERTY

The Tenancy relates to **ALL THAT** portion of _____ and any fixtures attached thereto. The said property is more particularly described in the First Schedule of the Tenancy (hereafter called "**the demised premises**" or "**the Property**") **TOGETHER WITH** the right in common with the Landlord, its servants, agents and any person authorized by the Landlord, the right to use the car park, driveway or any common areas of the demised premises.

4. TENANCY TERM

The tenancy is for a term of 364 days from _____ to _____.

5. RENT PAYABLE

- a. The Tenant covenants to pay to the Landlord a monthly rent of ZMW _____ as stated in the Second Schedule to this Tenancy.
- b. The Tenant authorizes the Landlord to collect the rent and other charges by way of automatic deduction from the Tenant's government salary.
- c. The Tenant covenants to provide all relevant information necessary to enable rent and other charges to be collected by way of automatic deduction, which information currently is:

Name (Full): _____

Employee Number: _____

NRC Number: _____

- d. Any changes to the Tenant's information above must be notified to the Landlord in advance of the date of payment of the next month's rent and other charges.
- e. Should the Landlord not be able to collect the rent and charges by way of automatic deduction, the Tenant remains fully liable for all amounts and once notified by the Landlord must arrange to transfer the funds into the bank account of the Landlord within 14 days of being notified of any collection problem.
- f. The first payment is to be made on _____ and further payments are to be made on a monthly basis on or before the last day of the previous month.
- g. Either party to this agreement can change the method of payment by giving the other party one month's prior written notice.

6. RENT INCREASES

- a. The Landlord may revise the rent by giving the Tenant three months' written notice of the change in rent upon SolidarInvest's Board approval.
- b. Rental changes will be insofar as possible fair and reasonable, taking into account any or all of the following factors:
 - (i) Inflation;
 - (ii) Changes to housing or salary allowances; and
 - (iii) Changes to maintenance and repair costs.
- c. The Tenant may refuse to consent to the adjusted rent in which case the Landlord shall be notified within 14 days after receipt of the notice. Thereafter, procedures to terminate the tenancy can commence by giving a 3 month notice period prior to the end of the tenancy agreement. In such circumstances the Tenant will remain liable to pay the original rent for the duration of the tenancy.

7. TENANCY DEPOSIT

- a. The Tenant agrees to pay a deposit equivalent to 1 month's rent in the first month of the tenancy. At the end of the tenancy the deposit will be returned to the tenant by the Landlord and subject to any non-payment of rent or damage caused to the property, as assessed in a checkout inspection by the Landlord at the end of the Tenancy.
- b. The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:
 - i. Except for fair wear and tear, to make good any damage to the Property, the common parts or any of the items listed in the inventory caused by the Tenants failure to comply with the Tenant's obligations under this agreement.

- ii. To replace any items listed in the inventory which are missing from the Property at the end of the Tenancy.
- iii. To pay any rent which remains unpaid at the end of the Tenancy.
- iv. Where the Tenant has failed to comply with their responsibilities under the Tenancy, to cover the reasonable removal, storage and disposal costs incurred by the Landlord.
- v. Where the Tenant has failed to comply with their responsibilities under the Tenancy, to pay the reasonable cleaning costs incurred by the Landlord to remedy that failure.

8. SERVICE CHARGES

The Tenant is solely liable for the payment of all charges for the supply of utilities (such as electricity, solar and water) in respect of the accommodation during the period of the tenancy. These should be paid to the various service providers if not provided by the Landlord. In situations where the Landlord does provide certain utilities, the following service charges will apply and will be added to the rental amount per house and will be collected:

Item	Monthly Rate	Tick applicable
Solar	ZMW 75	<input type="checkbox"/>
Water	ZMW 75	<input type="checkbox"/>
Total		

9. SERVICE OF NOTICES

All notices and other communications authorized or required shall be in writing and shall be given by delivering the same in person, by certified mail or electronic mail and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed.

10. RESTRICTIONS

This Tenancy is **SUBJECT TO** the covenants and powers implied under the Rent Act and also to the covenants and conditions herein contained and to be observed and performed by the Tenant.

11. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:

- a) To pay the agreed rent at the times and in the manner stated in the agreement;
- b) To keep the exterior of the premises clean, including clearing and removal of garbage and litter.
- c) To keep the interior and exterior of the premises in good condition and at the expiration or sooner determination of the term hereby created to DELIVER the premises in such good repair and orderly condition.
- d) To ensure that the drains, sanitary and water apparatus in or upon the property are kept clear of obstruction and to keep them in good and sufficient repair and working order.
- e) To maintain the compound and flowers, mow the grass at regular intervals and keep the outer surroundings of the demised premises kept clear of obstruction.
- f) To keep in good repair all the Landlord's fixtures and fittings. The Tenant shall be at liberty to carry out any repairs or changes at the interior of the premises except structural ones which require the prior consent of the Landlord.
- g) Not to make any structural changes to the property and not to erect other buildings upon the property except such as shall be approved in writing by the Landlord **PROVIDED** that such consent shall not be unreasonably withheld. **AND PROVIDED** that any new fixtures such as windows, doors or sanitary or other facilities put on the premises by the tenant shall remain part of the premises and the Landlord shall not be obliged to pay for them.
- h) To permit the landlord through its agents with or without workmen and at reasonable times during the day to **ENTER UPON** and examine the condition of the demised premises. Provided also that the Landlord shall reserve the right to entry under the following circumstances:
 - Routine access for inspection to carry out repair or maintenance to the property;

- During the last three months of the Tenancy for the purpose of selling (where applicable) or re-letting the property provided the Landlord has given the Tenant 24 hours' prior notice;
 - If the property is unoccupied for a period of more than 28 consecutive days;
 - In the event where the Tenant must give the Landlord immediate access to the property in the event of an emergency to the property.
- i) The Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and require the Tenant immediately to execute the same. If the Tenant shall not within the twenty one days after service of such notice proceed diligently with the execution of such repairs, then to permit the Landlord to **ENTER UPON** the demised premises and execute such repairs and the cost thereof shall be a debt due from the tenant to the Landlord.
- j) To use the premises as residential premises and home office only and not to sublet or otherwise part with the premises during the currency hereof without the written consent of the landlord.
- k) To pay all utility bills electricity and water.
- l) Not to permit on the premises anything which shall be a nuisance to the other tenants or the persons owning or occupying neighbouring property.
- m) To provide for regular inspections of the interior of the premises to take place whenever the said premises shall remain unoccupied for a period in excess of one month and to report to the Landlord any defects found.

12. THE LANDLORD HEREBY COVENANTS WITH THE TENANT

- a) To pay all existing and future ground rents, rates, taxes and assessments of an annual or recurring nature charged or imposed during this lease in respect of the premises and such all other existing and future outgoings in respect of the premises;
- b) Where the circumstances dictate that the Tenant carries out repairs which are the responsibility of the Landlord and where the Landlord, despite having been notified thereof, has failed to carry out such repairs the Landlord shall not, unreasonably withhold his consent, and the expense of such repairs shall be deducted from the rent due or if no rent is due the Tenant will invoice the Landlord for the same;
- c) The Landlord shall insure and keep the property insured against loss or damage by fire or storm or tempest or damage;
- d) The Tenant paying the agreed rent and complying with the provisions of this agreement shall peacefully and quietly possess and enjoy the premises during the term of this agreement without any interruption by the Landlord or any person claiming under or in trust for him.

13. PROVIDED ALWAYS, and it is hereby expressly agreed as follows: -

- a) That upon the expiry of the term hereby created the parties may renew this tenancy on terms to be agreed **PROVIDED** that the tenant wishing to renew shall issue written notice to the Landlord three months in advance;
- b) Upon the expiration of the initial tenancy term and the tenancy not being terminated, the tenancy shall automatically renew on the same terms on a month-to-month basis unless either party provides written notice of termination.
- c) The Tenant may take possession of the property before the commencement of the Lease for purposes of cleaning, decorating or otherwise prepare the premises for occupation.

14. TERMINATION OF TENANCY

- a. The tenancy may be terminated in any of the following ways:
- (i) When the period of the tenancy agreed has expired; or after the term of the tenancy as outlined has expired and the tenancy has continued on a month-to-month basis and either party giving notice to terminate the tenancy.
 - (ii) In the case of material or significant breach of the agreement by either party, written notice must be given to the other party to terminate the tenancy.
 - (iii) In an event that the Landlord wishes not to renew the tenancy agreement at the end of its term, the Landlord shall give the Tenant at least three months' notice in writing before the end of the fixed term.

15. EVICTION PROCEDURE

To evict a tenant, the Landlord shall follow the due process provided by law. This applies even where a tenant refuses to quit the property after a notice to quit has expired. The Landlord shall obtain a court order as to forcibly remove the tenant or his possessions could amount to an illegal eviction.

16. LANDLORD'S GROUNDS FOR POSSESSION DURING TENANCY TERM

If any of the following specified grounds apply, the Landlord may repossess the property during the fixed term by giving the Tenant ninety days written notice to vacate the property. If the tenant does not surrender their tenancy within ninety days, they will remain liable for any rent and charges due together with any attended legal costs in connection with regaining possession. The said grounds include:

- (i) Two months' rent arrears;
- (ii) The Tenant being persistently late in paying rent or other charges;

- (iii) Breach of any term of the tenancy;
- (iv) Deterioration of the property due to the acts of the Tenant;
- (v) The Tenant leaving their employment for a substantial period such that it becomes necessary to leave possession for an alternative employee;
- (vi) The Tenant or other person residing or visiting the property is guilty of nuisance or convicted of a criminal offence in relation to the property or committed in the locality.



FIRST SCHEDULE

(Description of the Property)

ALL THAT portion of _____ in the
_____ Province of the Republic of Zambia which for purposes of
identification is more particularly described on a sketch plan attached hereto and thereon bordered
red.



SECOND SCHEDULE

Name and Description of Tenant: _____

Tenant's contact details: _____

Date of Commencement of tenancy: _____

Duration of Term:

364 days

Amount of rent

ZMW _____ per month

Security deposit:

ZMW _____ (being 1
months' rent)

Manner of payment

1 month in advance (to be paid together
with security deposit on commencement of
Lease)

Use of demised premises

Dwelling house (residential)

Third Schedule

Inventory and condition report

Unless the Landlord receives written comments on, or amendments to this inventory and/or report of condition within 14 days of the start of the Tenancy, the Tenant shall be taken as accepting this inventory and report of condition as a full and accurate record of the condition of the Property and its contents.

Number of Batteries: _____

Charge Controller: _____

Inverter: _____

Number of Panels: _____

The Property includes (tick if included):

Private garden [] (insert description if necessary)

Garage [] (insert details if necessary)

Other []: (insert details if applicable)

a. In addition to the Property, the Tenant shall also have use of the following Common Parts (tick if applicable):

[] Shared access to the Property (insert description if necessary)

[] Shared garden which is shared with (insert details)

[] Other shared facilities: (describe any other shared facilities)

IN WITNESS whereof the Parties or their duly authorized agents have hereunto set their hands and seals the day and year first written above.

SIGNED SEALED and **DELIVERED** by _____)
_____) **SIGNATURE**

in the presence of:

WITNESS

Name: _____

Address: _____

Occupation: _____

THE COMMON SEAL OF **SOLIDARINVEST**)

LIMITED was hereunto affixed in the _____)

presence of _____)

DIRECTOR: _____

SECRETARY: _____

WITNESS

Name: _____

Address: _____

Occupation: _____