

#### SUPPORT FOR WOMEN AND CHILDREN INTERNATIONAL (SFWACI) "TOUCHING LIVES"

HEADQUATER OFFICE 26 Burdon Street, Elizabeth Park Adelaide, South Australia 5113 Contact +61 432799850 paulabangura@sfwaci.org REGIONAL AFRICA HEADQUATER OFFICE 26 Paul's Avenue, Allen Town, Freetown Sierra Leone, West Africa Contact +232-77858660 admin@sfwaci.org www.sfwaci.org

# <u>RESIDIENTIAL TENANCY AGREEMENT FORM FOR 26 PAUL'S AVENUE UPPER ALLEN</u> <u>TOWN TEMNE TOWN FREETOWN SIERRA LEONE WEST AFRICA:</u>

Parties to this agreement should consider obtaining legal advice about their rights and obligations under the agreement

THIS TENANCY AGREEMENT (the "Agreement" dated this ------ day of -----2020. 2021/202

TENANT NAME BETWEEN: I-----And

SECOND TENANT-----

1. LANDLORD DETAILS:

ADDRESS: 26 Paul's Avenue Allen Town Freetown Sierra Leone West Africa or

26 Burdon Street Elizabeth Park SA 5113 Adelaide State South Australia.

TELEPHONE NUMBER: +61-432799850 or +232-77858660 or +23276155155

EMAIL: paulabangura@sfwaci.org or paulabangura@yahoo.com.au Website www.sfwaci.org

FULL NAME------

ADDRESS-----

TELEPHONE NUMBER:-----

EMAIL:-----

LET PREMISES: The Landlord agrees to let to the Tenant who agrees to rent the premises situated at <u>26</u> <u>Paul's Avenue Allen Town Freetown Sierra Leone.</u>

# From: -----/2020

2. No pets or animals are allowed to be kept in or about the premises without the prior written permission of the Landlord. Upon thirty (30) day's notice, the Landlord may revoke any consent previously given pursuant to this clause.

3. Subject to the provisions of this agreement, the Tenant is entitled to the use of outside yard parking not inside the Garage. The Tenant parking on or about the premises. Only properly insured motor vehicles may be parked in the Tenant's Space.

4. The Tenant agrees and acknowledges that the premises have been designated as a smoke-free living environment. The Tenant and Members of Tenant's household will not smoke anywhere in the Premise nor permit any guests or visitors to smoke in the premises.

# CONDITION APPLICATION OF THE ACT AND REGULATIONS:

5. The definition and interpretation of words used in this agreement are as set out in the Residential Tenancies Act 2005 (the Act').

6. The Landlord and the Tenant are legally bound to comply with the provisions of the Act and associated Regulations. An agreement or arrangement that inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.

## PAYMENT OF RENT:

7. The Tenant will pay rent for the Premises at the rate of five Million Leones. (Le5, 0000.00) five Million Leones). Yearly or renew Payment of rent will be made at the end of each year------

Landlord can increase the rent when the need arises.

# MAINTENANCE OF PREMISES-LANDLORD

8. The Landlord will hand over the premises and ancillary Property in a reasonable state of cleanliness, maintain in Premises in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.

# 9. MAINTENANCE OF PREMISES-TENANT

The Tenant will keep the Premises and ancillary property in a reasonable state of Cleanliness and will notify the Landlord of any damage to the Premises or any state of disrepair that arises during the Tenancy. The Tenant most not intentionally or negligently cause or permit damage to the Premises or ancillary Property. Any walls marks, Fire burn walls written it is the responsibility of the Tenant to fix the damage of the Premises within 24 hours. The Tenant is also responsible to clean the enter household both inside and the outside on daily basis. Any damage on the house should be reported to the Landlord immediately. If there is no damage to any property and or the house the tenant will in the house as long as they want.

## USE OF PREMISES

10. The Tenant will not use, allow or cause the Premises to be used for any illegal purpose or cause, or allow a nuisance. The Tenant most not cause or Permit an interference with the reasonable peace, comfort or privacy of another person who resides in the Immediate vicinity of the Premises.

## HANDING OVER VACANT POSSESSION WITHOUT LEGAL IMPEDIMENT

11. At the Commencement of the Agreement the Landlord will hand over vacant possession of the Premises to the Tenant. When handing over vacant possession the Landlord agrees that there is no legal impediment (either know or that should reasonably be known) that would prevent the Tenant from using the Premise as a residence for the term of the Tenancy. However, there is a church in the compound which conduct services on: Wednesdays, 6:00pm to 7:00pm, Fridays, 6:00pm to 7:00pm,

Saturdays Morning's prayers 6:00 am to 7:00am and on Sundays from 9:30 am to 1:00pm. There may other activities undertaken by the church on monthly basis such as all night service.

## LANDLORD" S RIGHT OF ENTRYINTO THE PREMISES:

12. The Landlord may enter the Premises in the Following Circumstances:

- (A) In an Emergency
- (B) During quarterly Inspection to the Premises.
- (C) The Landlord has the right to live or occupy one of the rooms as long as he or she wishes.
- (D) To carry out garden maintenance.
- (E) To carry out necessary maintenance within Premises.

## LOCKS AND SECURITY DEVICES:

13. The tenant Will Provide and Maintain Locks and other devise that are necessary to ensure the premise is reasonably secure. Neither the Landlord nor the Tenant will alter or remove a lock or security device or add a lock or security device without the consent of the other. Neither the Landlord nor the Tenant will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by, and at the expense of, the other. At present is 24-7 security in the premise. There is: (a) Security sensor bulb for distracting thieves (b) Door bell (c) Security bulbs all over the fence. In future the Landlord would like to install security camera system (CCTV) in the premise.

## ALTERATIONS AND ADDITIONS:

14. The Tenant most not, without the Landlord's written consent, make an alteration or addition to the Premises. The Landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the Provision of Infrastructure or a service of a Prescribed kind.

## **REMOVAL OF FIXTURES:**

15. Where the Landlord has given written Consent, the Tenant may remove a fixture affixed to the Premises unless its removal would case damage to the Premises.

## COMPENSATION FOR DAMAGES WHEN REMOVING A FIXTURE.

16. If a Tenant cause damage to the Premises by removing a fixture, or place Any item on the walls it is the responsibility for the Tenant to fix the damages within 24 hours and inform the Landlord.

## WATER USE AND SUPPLY:

17. Water supply to the Premise is available. Water well is available which the tenant will use without pay. However, when there is shortage of water in well, the Tenant will be responsible to pay for all water supply charges/ usage from the Guma Valley Water Supply system installed in the premise. This is Sixty-five thousand Leones (Le65, 000.00) per Month. As of to date. Price might change depending on the prevailing circumstances or dictated by the Sierra Leone Guma-Valley Water Company.

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#### FEATURES OF THE HOUSE

Security Sensor Bulb for distracting thieves, 24-7 Security, Door Bell, Water well, Generator, Extra toilet outside for visitors, Security Bulbs all over the fence, Steel Doors at the main entrance of the house, System of hot and cold water in the bath rooms, DSTV Satellite Disk, place at the back for relaxing.

## LIGHT SYSTEM

It is the responsibility to top up the EDSA Meter for supply of light. Tenant will use the generator when the EDSA light supply ceases and or interrupted. Service the generator every three (3) months but change oil regularly.

## TERMINATION BY LANDLORD OF TENANT FOR BREACH OF AGREEMENT

18. Either the Landlord or the Tenant may terminate the tenancy by notice of termination given to the other for breach of term of the Agreement. Such notice is to be in written form required by regulation, specifying the breach and informing the Tenant or Landlord that if the breach is not remedied within a specified period (which must be a period of at lest 7 days from the date the notice is given, then the tenancy is terminated by force of the notice. If Tenant is terminating the contract he or she might lose all payment made to the Landlord.

#### TERMINATION FOR RENT ARREARS

19. Where termination is sought by the Landlord on the grounds of non-payment of rent, 30 days of unpaid or part-paid rent must elapse before a termination notice can be issued.

#### TERMINATION NOT OTHERWISE GIVEN

20. Except otherwise stated in this Agreement, neither the Landlord or the Tenant may give notice of termination before the end of the term of this agreement. If the Tenant vacates the premises before the end of the term of this Agreement without written approval of the Landlord, they may be liable to the Landlord for the costs associated with finding a new Tenant, reletting the Premises and for any lose of rent.

#### HOLDING OVER

21. With the approval of the Landlord the Tenant may occupy the Premises after the end of the term of this Agreement, subject to the conditions of this Agreement, until a time mutually agreed to by both parties.

#### ADDENDUM FOR EDSA METER TO- UP

This addendum has been prepared to address the issue of EDSA TOP UP in my resident, 26 Paul's Avenue Temne Town Upper Allen Town Freetown Sierra Leone.

In order to maintain light within the compound, house and the church (Christian Life Bible Church) the following measures will be applied effective 1<sup>st</sup> February 2020:

- Christian Life Bible Church (CLBC) Overseer, Evangelist Paul A. Bangura will top up the EDSA Meter (Le 50,000) within the first two weeks of every month in the premises at 26 Paul's Avenue Temne Town Upper Allen Town Freetown not later than the first of every month effective 1<sup>st</sup> February 2020
- 2. The tenants will top up the EDSA Meter (Le 50,000) in the second half of the month not later than the 15<sup>th</sup> effective February 2020
- 3. The tenants should ensure the consumer unit in the house always stays in its normal position even if they are not in the house so that the entire compound as well as the church (Christian Life Bible Church) access light whenever EDSA supply is available.
- 4. Both parties (Christian Life Bible Church/Overseer Evangelist Paul A. Bangura and Tenants) should ensure EDSA Top up is always available to prevent EDSA Meter malfunction.
- 5. The EDSA Top up should not be less than Fifty Thousand Leones and not later than the stated dates (1<sup>st</sup> & 15<sup>th</sup>) of every month.

22. IN WITHNESS WHEREOF: have duly affixed their signatures by duly authorized officers under

seal on this------day of ......10/05/2020

TENANT SIGNATURE:-----/----/-----/-----Date-----/-----

hall

SIGNED BY THE LANDLORD MR PAUL A. BANGURA