***Residential lease contract***

**In Tallinn, on \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_, 2019**

***1. Contractual parties***

1.1 Lessor:

Personal identification code:

1.2. Lessee:

Personal identification code:

1.3. Lessee:

Personal identification code:

***2. General Provisions***

2.1. On the basis of the Contract, the Lessor as the owner of the rooms leased transfers property to the Lessee for **temporary use as a Dwelling** in the terms and conditions stipulated in the Contract and during its term of validity.

2.2. The given Contract shall enter into force at the moment of signing it and will remain valid **until** ………………., **20**…..

***3. Object of Contract and Its Delivery***

3.1. The Lessor leases the Lessee a Dwelling (hereinafter referred to the **Dwelling**)

Located at: , **Tallinn**

*/illegible/* apartment with the total area of m2.

3.2. At the signing of the Contract, the Dwelling is deemed as received by the Lessee. Should one Party request it, the Parties shall compile an instrument of delivery and receipt.

3.3. It is only permitted to accommodate the persons listed in the Contract in the apartment.

***4. Amount of Rent and Other Expenses and Procedure for Payment***

4.1. The Lessee undertakes to pay **rent** in the sum of **€** …. per month for the Dwelling leased by the date ……………

4.2. The Lessee shall pay rent to the Lessor

€ …. for the first month, deposit.

€ …. as of the moment of signing the Contract.

The deposit shall be reimbursed at the return of the apartment to full extent in case all the rent and lease payments for the apartment and a thorough cleaning of the apartment have been paid for and ( ) no damages have been caused to the apartment or the furniture.

4.3. The amount of rent to be paid on the basis of Point 4.1. of the Contract does not comprise the fee for the use of the following services: **electricity, TV, Internet, and all the utilities to the Apartment Association**.

4.4. The Lessee undertakes to pay ……….. monthly by ……… (**date**) for the services listed in Point 4.3. of the given Contract according to the invoices submitted by the Lessor.

4.5. To pay the rent fee and in case of a violation of the payment deadlines of the services to pay the Lessor an **interest on arrears 0.5 per cent** on the sum due per every day delayed up to the actual date of the payment (included).

***5. Obligations of the Parties***

5.1. The **Lessor** undertakes to:

5.1.1. Give the Dwelling into the use of the Lessee as of ………….. **2019**.

5.2.2. Guarantee the elimination of breakdowns in case of accidents, whereas the elimination of breakdowns and damages caused by the Lessee will be covered by the Lessee.

5.2. The **Lessee** undertakes to:

5.2.1. Accept the Dwelling from the Lessor and sign the instrument of delivery and receipt should it be drafted.

5.2.2. Pay for the rent and the use of services according to the Article of the given Contract.

5.2.3. Use the Dwelling and its furnishings for their intended purpose of use emanating from the essence of the given Contract, treat them carefully and maintain them as needed. Maintain cleanliness and order in common rooms and not to damage the furnishings and equipment in them.

5.2.4. The Lessee has no right to sublease the apartment which is the object of the given Contract.

5.2.5. In case of discovering breakdowns in the Dwelling or the common rooms, immediately implement all the preventive measures to eliminate the aforementioned and notify the Lessor about all the accidents without any delay. Compensate the Lessor for all the damages to the apartment, the house, or its furnishings and equipment caused by all the persons staying with the Lessee.

5.2.6. **Smoking is prohibited** in the Dwelling. Pets (cats and dogs) are not allowed. Changing the lock is forbidden.

5.2.7. When the term of the given Contract comes to an end, transfer the object of the Contract to the Lessor in the condition it was in at the moment of signing the Contract, taking normal depreciation into account; if not, the Lessee is obliged to compensate for the damages caused.

***6. Expiry and Termination of Contract***

6.1. The Lease Contract shall expire at the term stipulated in Point 2.2. of the Given Contract.

6.2. A premature termination of the given Contract shall come into effect upon a written agreement between the Parties.

6.3. The **Lessor** may terminate the given Contract prematurely, informing the Lessee about it in writing at least **two weeks** in advance in the following cases:

6.3.1. If the Lessee uses the Dwelling contradictory to the terms and conditions stipulated by the Contract.

6.3.2. If the Lessee fails to execute the obligations taken under the given Contract.

6.3.3. If the Lessee has failed to pay for the services listed in Point 4 of the given Contract for more than a month or has failed to pay rent for more than a month.

6.4. The Lessee has the right to terminate the Lease Contract at any time by informing the Lessor about it at least **two weeks** in advance.

6.5. The Lessee and the Lessor have the right to cancel the Lease Contract prematurely on their own request, informing the other Party about it in writing 1 month in advance.

***7. Final Provisions***

7.1. The terms and conditions of the given Contract can only be amended upon a written agreement between the Lessee and the Lessor.

7.2. All the disputes arising between the Contractual Parties shall be solved via negotiations. In the cause of a failure to come to an agreement, a court shall solve the matter.

7.3. The given Contract has been concluded in three copies having equal judicial power in Estonian and in Russian, one of which shall be handed to the Lessee, the second to the Lessor, and the third to the Mediator. The Contract is on four pages, each of which signed by both Parties.

**Lessor Lessee 1**

**Address: Address:**

**E-mail: E-mail:**

**Tel. No.: Tel. No.:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(signature) (signature)**

**Lessee 2:**

 **Address:**

 **E-mail:**

 **Tel. No.:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(signature)**