

ผนวก จ.

ตัวอย่างสัญญาเช่าบ้านแบบต่างๆ (ภาษาอังกฤษ)

RESIDENTIAL HOUSE LEASE AGREEMENT

This Residential House Lease Agreement ("Lease") is made and effective this **[Date]** by and between **[Landlord]** ("Landlord") and **[Tenant One]** and **[Tenant Two]** ("Tenant," whether one or more). This Lease creates joint and several liability in the case of multiple Tenants.

1. PREMISES.

Landlord hereby rents to Tenant and Tenant accepts in its present condition the house at following address: **[Complete Address of House]** (the "House").

2. TERM.

The term of this Lease shall start on **[Move-in Date]**, and end on **[Lease End Date]**. In the event that Landlord is unable to provide the House on the exact start date, then Landlord shall provide the House as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the House.

3. RENT.

Tenant agrees to pay, without demand, to Landlord as rent for the House the sum of **[Monthly Rental Amount]** per month in advance on the first day of each calendar month, at **[Address for Rent Payments]**, or at such other place as Landlord may designate. Landlord may impose a late payment charge of **[Late Pay Charge]** per day for any amount that is more than five (5) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term.

4. SECURITY DEPOSIT.

Upon execution of this Lease, Tenant deposits with Landlord **[Security Deposit Amount]**, as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, **[With or Without Interest]**, following the full and faithful performance by Tenant of this Lease. In the event of damage to the House caused by Tenant or Tenant's family, agents or visitors, Landlord may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable.

5. QUIET ENJOYMENT.

Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the House.

6. USE OF PREMISES.

A. The House shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the House nor any part of the House or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the House.

7. **NUMBER OF OCCUPANTS.**

Tenant agrees that the House shall be occupied by no more than [**Total Number of Occupants**] persons, including no more than [**Maximum Number of Children**] under the age of eighteen (18) years, without the prior written consent of Landlord.

8. **CONDITION OF PREMISES.**

A. Tenant agrees that Tenant has examined the House, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

B. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the House at the commencement of Tenant's occupancy.

9. **ASSIGNMENT AND SUBLETTING.**

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the House or any part of the House without Landlord's prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

10. **ALTERATIONS AND IMPROVEMENTS.**

A. Tenant shall make no alterations to the House or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the House by Tenant, with the exception of fixtures properly removable without damage to the House and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

11. **DAMAGE TO PREMISES.**

If the House, or any part of the House, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the House is untenable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. **DANGEROUS MATERIALS.**

Tenant shall not keep or have on or around the House any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the House or that might be considered hazardous.

13. **UTILITIES.**

Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Landlord will provide: [**Services Provided by Landlord**].

Tenant shall not default on any obligation to a utility provider for utility services at the House.

14. **MAINTENANCE AND REPAIR.**

A. Tenant will, at Tenant's sole expense, keep and maintain the House and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the House in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor.

B. Tenant agrees that no signs shall be placed or painting done on or about the House by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the House, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

15. **ANIMALS.**

Tenant shall keep no domestic or other animals in or about the House without the prior written consent of Landlord.

16. **RIGHT OF INSPECTION.**

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the House for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

17. **DISPLAY OF SIGNS.**

During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the House and enter to show the House to prospective purchasers or tenants.

18. **HOLDOVER BY TENANT.**

Should Tenant remain in possession of the House with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the House.

19. **SURRENDER OF PREMISES.**

At the expiration of the Lease, Tenant shall quit and surrender the House in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT.

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

21. ABANDONMENT.

If at any time during the term of this Lease, Tenant abandons the House or any of Tenant's personal property in or about the House, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the House by any means without liability to Tenant for damages and may relet the House, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the House if Tenant removes substantially all of Tenant's furnishings from the House, if the House is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the House.

22. SECURITY.

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the House or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

23. SEVERABILITY.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

24. INSURANCE.

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

25. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

26. **GOVERNING LAW.**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of [**State of Governing Law**].

27. **ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

28. **NOTICES.**

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the House and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signature]

Lease Agreement For Furnished House

This Agreement is made and entered in this ____ day of _____, 20____, between _____, of _____, hereinafter referred to as "Landlord" and _____, of _____, hereinafter referred to as "Tenant".

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the premises generally described as _____, it is herein agreed as follows:

1. Landlord hereby leases to Tenant, the furnished premises described above for a term of _____ beginning _____ and ending _____, at a monthly rate of _____.

2. The described premises are leased furnished, to include all furnishes enumerated on the List of Furnishings, which is a part of this lease, signed by both parties and dated.

3. Tenant agrees to pay the rent herein provided subject to the terms and conditions set forth herein.

4. Rent shall be payable in equal monthly installments on the _____ day of each month, to the address of Landlord as stated above or at such other address as Landlord may, from time to time, require.

5. Tenant shall pay for all electricity, water, fuel oil and gas during the term of this lease and any extension or renewal thereof.

6. Landlord covenants that the leased premises are, to the best of his knowledge, clean, safe, sound and healthful and that there exists no violation of any applicable housing code, law or regulation of which he is aware.

7. Tenant agrees to comply with all sanitary laws, ordinances and rules affecting the cleanliness, occupancy and preservation of the premises during the term of this lease.

8. Tenant shall use the leased premises exclusively for a private residence for occupancy by no more than _____ persons, unless otherwise specified herein, and Tenant shall not make any alterations to the house, outbuildings or grounds without written consent of Landlord.

9. Tenant shall keep the premises in good order and repair and shall advise Landlord or Landlord's agent of any needed repairs or maintenance reasonably expected to cost _____ or more.

10. Tenant agrees to take good care of the furniture, carpets, draperies, appliances and other household goods, and the personal effects of Landlord, and further agrees that he will deliver up same to Landlord in good condition at the end of the term of this lease, normal wear and tear expected.

11. Tenant shall repair or replace, at Tenant's expense, all loss or damage to any of the listed furniture, carpets, draperies, appliances and other household goods, and personal effects of Landlord, whenever such damage or loss shall have resulted from Tenant's misuse, waste or neglect of said furnishings and personal effects of Landlord.

12. Tenant shall cause to be made, at Tenant's expense, all required repairs to heating and air-conditioning apparatus, electric and gas fixtures and plumbing work whenever such damage shall have resulted from misuse, waste or neglect of Tenant, it being understood that Landlord is to have same in good order and repair when giving possession.

13. Tenant shall not keep or have in or on the leased house, outbuildings or grounds any article or thing of a dangerous, flammable or explosive nature that might be pronounced "hazardous" or extra hazardous" by any responsible insurance company.

14. Tenant shall give prompt notice to Landlord or his agent of any dangerous, defective, unsafe or emergency condition in or on the leased premises, said notice being by any suitable means. Landlord or his agent shall repair and correct said conditions promptly upon receiving notice thereof from Tenant.

15. Landlord covenants that the Tenant and Tenant's family shall have, hold and enjoy the leased premises for the term of this lease, subject to the conditions set forth herein.

16. Tenant covenants that he shall not commit nor permit a nuisance in or upon the premises, that he shall not maliciously or by reason of gross negligence damage the house, outbuildings or grounds, and that he shall not engage, nor permit any member of his family to engage, in conduct so as to interfere substantially with the comfort and safety of residents of adjacent buildings.

17. Tenant agrees to place a security deposit with Landlord in the amount of (16) , to be used by Landlord at the termination of this lease for the cost of replacing or repairing damage, if any, to the house, outbuildings, grounds, furnishings or personal effects of Landlord resulting from the intentional or negligent acts of Tenant.

18. Landlord agrees to return said security deposit to Tenant within ten days of the Tenant's vacating the leased premises subject to the terms and conditions set forth herein.

19. Tenant shall, at reasonable times, give access to Landlord or his agents for any reasonable and lawful purpose. Except in situations of compelling emergency, Landlord or his agents shall give the Tenant at least 24 hours' notice of intention to seek access, the date and time at which access will be sought, and the reason therefore.

20. In the event of default by Tenant, Tenant shall remain liable for all rent due or to become due during the term of this lease. Landlord or his agents shall have the obligation to re-let the premises in the Landlord's name for the balance of the term, or longer, and will apply proceeds of such re-letting toward the reduction of Tenant's obligations enumerated herein.

21. Tenant shall permit Landlord or his agents to show the premises at reasonable hours, to persons desiring to rent or purchase same, 30 days prior to the expiration of this lease, and will permit the notice "To Let" or "For Sale" to be placed on said premises and remain thereon without hindrance or molestation after said date.

22. In the event of any breach by the Tenant of any of Tenant's covenants or agreements herein, Landlord or his agents may give Tenant five days' notice to cure said breach, setting forth in writing which covenants or agreements have been breached. If any breach is not cured within said five-day period, or reasonable steps to effectuate said cure are not commenced and diligently pursued within said five-day period and thereafter until said breach has been cured, Landlord or his agents may terminate this lease upon five days' additional notice to the Tenant, with said notice being in lieu of a Notice to Quit, which Tenant hereby waives.

Said termination shall be ineffective if Tenant cures said breach or commences and diligently pursues reasonable steps to effectuate such cure at any time prior to the expiration of said five-day termination. Upon terminating this lease as provided herein, Landlord or his agent may commence proceedings against Tenant for his removal as provided for by law.

23. In the event of any breach by Landlord of any of Landlord's covenants or agreements herein, Tenant may give Landlord ten days' notice to cure said breach, setting forth in writing the manner in which said covenants and agreements have been breached. If said breach is not cured within said ten-day period, or reasonable steps to effectuate said cure are not commenced and diligently pursued within said ten-day period and thereafter until said breach has been cured, rent hereunder shall be fully abated from the time at which said ten days' notice expired until such time as Landlord has fully cured the breach set forth in the notice provided for in this paragraph.

24. In no case shall any abatement of rent hereunder be effected where the condition set forth in the notice provided for herein was created by the intentional or negligent act of the Tenant, but Landlord shall have the burden of proving that rent abatement may not be effected for the foregoing reason.

25. Landlord agrees to deliver possession of the leased premises at the beginning of the term provided for herein. In the event of Landlord's failure to deliver possession at the beginning of said term, Tenant shall have the right to rescind this lease and recover any consideration paid under terms of this Agreement.

26. Tenant agrees that this lease shall be subject to and subordinate to any mortgage or mortgages now on said premises or which any owner of said premises may hereafter at any time elect to place on said premises.

27. Unless otherwise provided for elsewhere in this lease, any notice required or authorized herein shall be given in writing, one copy of said notice mailed via U.S. certified mail, return receipt requested, and one copy of said notice mailed via U.S. first-class mail.

Notice to Tenant shall be mailed to him at the leased premises. Notice to Landlord shall be mailed to him, or to the managing agent, at their respective addresses as set forth herein, or at such new address as to which the Tenant has been duly notified.

28. This lease constitutes the entire agreement between the parties hereto. No changes shall be made herein except by writing, signed by each party and dated. The failure to enforce any right or remedy hereunder, and the payment and acceptance of rent hereunder, shall not be deemed a waiver by either party of such right or remedy in the absence of a writing as provided for herein.

29. In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recovery reasonable attorney's fees and costs.

30. Landlord and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

LEASE AGREEMENT

THIS AGREEMENT is made on _____ between _____ S/O,W/O,D/O herein called the Lessor (which term shall include his successors and assigns) on the one part and _____ S/O,W/O,D/O, _____ herein called the lessee (which term shall include his successors and assigns) on the other part.

Whereas, the Lessor is the owner of the House No. _____ St. No. _____ Sector/ Town/ Mohallah _____ Tehsil _____ District _____ having capacity of _____ Bed Rooms _____ Drawing/Dining Rooms _____ Kitchen _____ Car porch _____ Bath Rooms etc. as per approved plan attached herewith. Now this agreement witnesses as follows:-

1. That the tenancy shall be for 12 (Twelve) months in the first instance with effect from _____. Further extension in deed would be on such terms and conditions as are mutually agreed to between the parties.
2. That the monthly rent shall be Rs. _____ (Rupees _____).
3. That the lessee shall pay to the lessor the rent of _____ months in advance. After full adjustment of the advance rent, the lessee will pay rent @ Rs. _____ per month regularly by the 10th of each month in advance in case he feels the necessity of extending the agreement.
4. If the agreement is not so extended and agreed to by the lessor, at least one month's notice in writing shall be given or rent in lieu thereof shall be paid by the lessee to the lessor when vacating the house.
5. That the lessee shall not sublet the whole or any part of the premises/house.
6. That the lessee shall not make any alteration/addition to the said property without consent of the lessor. The lessor shall give, within a period of one week, his consent in writing to the responsible proposals from the lessee for additions and alterations which do not make any material change in the structure of the premises/house. Such additions as may be made by the lessee shall be removed at his own expenses before the expiry of the agreement.
7. That the lessee shall keep the premises neat and clean and shall commit no act which could deteriorate the condition of the premises/house.
8. That the lessee shall be responsible for the cost of consumption of electricity, sui-gas and water, while the lessor shall be responsible for the payment of all taxes imposed by the Government and Municipal Authorities or any other Provincial/Central Governments Authorities in respect of the aforesaid hired house.
9. That the lessor, shall be bound to effect all necessary repairs of the said premises in occupation of the lessee whenever needed and would also carry out the general white washing/painting . In case the lessor does not carry out such required repairs and white washing/painting etc. the lessee would have the right to undertake the work himself and deduct the expenditure so incurred from the rent.

10. That the lessee is in occupation/possession of the said premises since _____ and the agreement regarding the terms and conditions on which the house/premises was rented out, are produced in writing now.
11. That the possession of the demised house/premises including fixtures/fittings which may have been installed by the lessor shall be handed over by the lessee in the same good condition, however normal wear and tear is expected at the time of vacating the premises/house.
12. IN WITNESSES WHERE OF, the parties have set their hands to this agreement on _____

Lessor's Signature: _____ Name : _____ NIC No.: _____ Address : _____ Dated: _____	Lessee's Signature: _____ Name : _____ NIC No.: _____ Designation: _____ Deptt./Section: _____ Dated: _____
<u>WITNESSES</u>	
1. Signature : _____ Name : _____ NIC No. _____ Address : _____ Dated: _____	2. Signature : _____ Name : _____ NIC No. _____ Address : _____ Dated: _____