# Rental Agreement[[1]](#footnote-1)

Today, on the **\_\_\_/ \_\_\_\_/ \_\_\_\_\_** this rental contract is concluded between the following parties:

**LANDLORD:** Mr. /Mrs. (Name, Paternity, Surname), birthday, place of birth, address, ID no.

**TENANT:** Mr. /Mrs. (Name, Paternity, Surname), birthday, place of birth, address, ID no.

*Based on the Civil Code of the Republic of Albania in general, and the following Article 801, in particular, the parties with their full free will and in mutual understanding enter into this contract, according to the following conditions and provisions:*

# Introductory Conditions:

1. The landlord is the owner of the property subject to this contract:

**Apartment/Plot/Garage/Shop/Service Unit, etc. no.\_\_\_\_\_\_\_\_, with a total area of \_\_\_\_\_\_\_m2, common area of \_\_\_\_\_\_\_\_\_m2, total construction area \_\_\_\_\_\_\_\_\_m2, with address “\_\_\_\_\_\_\_\_\_”,\_\_\_\_\_\_\_\_.** The landlord declares that even today the real estate is free from any kind of encumbrance, obligation or real right over it.

# ARTICLE 1: Object

1. The object of this contract is the renting of real estate Apartment **No.A \_\_\_\_\_\_\_\_ with an area of\_\_\_\_\_\_\_\_\_ m2, common area of \_\_\_\_\_\_\_\_\_m2, total construction area \_\_\_\_\_\_\_\_\_m2, with address “\_\_\_\_\_\_\_\_\_”,\_\_\_\_\_\_\_\_.**

# ARTICLE 2: Term

1. This contract is concluded for a period of 1 year starting from **\_\_\_\_/\_\_\_\_/\_\_\_\_\_\_** until **\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_**, with right of renewal.

# ARTICLE 3: Rent price and payment modality

1. The price to be paid by the Tenant for the rental of the subject of this contract is **\_\_\_\_\_\_\_\_\_\_\_ ALL** monthly.
2. The price that is set on Article 1 of this contract, is to be paid on the \_\_\_ of every month.
3. In the above mentioned price, there are also included the utility bills (electricty and water consumption).

# ARTICLE 4: Rights and obligations of the Tenant

1. The tenant, after taking possession of the property object of this contract, has the right to use it freely according to the intended destination;
2. The tenant is obliged to pay the rental price set in this contract within the term set in Article 3;
3. The Tenant does not have the right to make changes and functional adaptations of the contract’s property object, without the written consent of the Landlord;
4. The tenant must lend the property object of the contract in the same condition that he received it, except for the usual depreciation from its use;
5. The tenant is categorically restriced to use the property object of the contract for illegal activities, otherwise he bears individual responsibility according to the action of the criminal law.
6. The tenant has the right to sublet the property.

# ARTICLE 5: Rights and obligations of the Landlord

1. The Landlord is obliged to lend the object of the contract to the Tenant;
2. The Landlord is obliged to lend the property object of the contract under suitable conditions for the Tenant;
3. The Landlord is obliged to guarantee the Tenant a peaceful enjoyment of the contract’s property object from third parties who claim to have rights over the same object, during the term of the rent agreement;
4. The Landlord must guarantee the Tenant that the property has lack of defects;
5. The Landlord is obliged to pay any fiscal obligation that is in his charge according to the law.

# ARTICLE 6: Force Majeure

1. The non-fulfilment by the parties of any of the obligations under this contract should not be considered a breach of this contract as long as this non-fulfillment is the result of an event considered as "Force Majeure" and when it is proven that the affected party from this event has taken all reasonable preventive measures as well as all necessary and possible steps to implement the terms of this contract and has immediately informed the other party about the occurrence of this event.
2. By "Force Majeure" it will be indicated any event or circumstance or their combination that completely or partially prevents each of the parties from fulfilling their obligations under this contract, only if and to the extent that such an event or circumstance is beyond reasonable control directly or indirectly of the affected party, was not caused by a breach or incapacity of the affected party and could not have been prevented by any reasonable measure that this party could have taken.

# ARTICLE 7: Termination of the Contract

1. The contract is terminated before the deadline determined by agreement of the parties. In any case, if one of the parties requests the termination of the contract for objective reasons before the term defined in this contract, the party requesting the termination of the contract is obliged to notify the other party in writing, at least 30 (thirty) calendar days before the requested termination date of the contract. The parties may request the early termination of this contract when the essential conditions of tenancy provided for in the Civil Code are violated. The contract is terminated before the deadline and unilaterally by the Landlord in case the Tenant does not pay his obligations excluding "Force Majeure".

# ARTICLE 8: Conflict resolution

1. In the interpretation of this contract and in the relations that will arise during the execution of this contract, the parties will be guided by the principle of good faith and mutual cooperation;
2. The parties will try to agreeably resolve all disputes that may arise during the execution of this contract. In case the disputes are not resolved by mutual understanding, the Court of the Judicial District of Tirana is competent for their resolution.

# ARTICLE 9: Miscellaneous

1. This contract is concluded in writing between the parties and all eventual communications between them will be in this form. This contract may not be amended except by mutual written agreement signed by each party;
2. This contract was drawn up in two copies, with the same legal value, and each party keeps its own copy;
3. For any possible provision in the regulation of this rental contract, the parties will refer to the Civil Code in general, the part of obligations and the rental contract in particular.

**PARTIES**

|  |  |
| --- | --- |
| **landlord** | **tenant** |

**Mr/.Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mr/.Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Article 803

   The rental agreement cannot be bound for a longer period than thirty years, except when stipulated so by the law. If it is bound for a longer period of time or indefinitely, it is valid only for the upper-mentioned term.

   For residential buildings, the rental agreement cannot be bound for a longer period of time

   than five years.

   For items given to equip a real estate, the term is equal to the duration of the latter's rent.

   The rental agreement, for a period longer than one year, must be made in writing.

   Article 826

   The rental agreement of a real estate used for agricultural cultivation for a period of time over nine years must be done with a notarial act and registered in the public register. [↑](#footnote-ref-1)