

Tenancy Agreement

A quick guide and template for urban areas



Tafayim ta istamilu turab

Terigat al seri bi istamilu fi medina

This guide provides advice on residential tenancy agreements in urban areas. It is primarily intended for Ugandan nationals and refugees, and the local authorities working to provide access to adequate housing. It covers the relevant legal framework, the rights and obligations of the parties, and includes a template to assist with tenancy agreements.

Juwan de gi wori sikat bara barau ta tafayim ta istamilu turab fi medina. Jedi lan salawule ugandise, refugees wa musulinta hakuma asan bi saidu fi tija ta juwat. Uwogibkati nukutat, hak ma hagiga ta nas ma kitab ta tafayim ta istamilu turab.



Sonduk nimra wahit: Tenure security

Land tenure refers to the relationship of individuals and groups to land and housing defined legally, through custom or informally. Forms of tenure include ownership, lease, occupation, cooperative housing, emergency housing and informal settlements. In Uganda, land tenure is multi-dimensional, involving social, cultural, economic, institutional and political factors, especially in urban areas. Tenure security means protection against forced evictions, harassment and other threats regardless of tenure type. Secure tenure is also a precondition for exercising a various rights, including adequate housing, food and work.



Sonduk nimra wahit: Defa ta istamilu turab

Tafayim ta istamilu turab yau gi gowi elakat fi ben nas ma jomula fi tija ta istamilu turab wa juwa. Sikat ta ujur mahal yau Kun masul, ujur, zol al geni fi mahal, juwa al magizen, juwat ya musiada. Fi Uganda tafayim ta turab edu sikat bara barau. Defa le zol al gi istamilu turab go mana Gali hafisu ta zol, nyakama wa turuju zol mini mahal.

This guide is for information purposes only and is not legal advice. Readers should consult qualified legal counsel for their specific circumstances. While believed to be accurate at the time of publication, the information's accuracy and completeness cannot be guaranteed.

Depahat de bes ta resalat lakin ma ganunia zol al agarawu de keli asandu malona awu zol albe arufu sayidu nas fi tannin. Kaman be worik al nesia ta kalamat, wa fi jaman al saa, be mana tomon with kapa ta kibirats ta sokolats.

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Barnamik de ja ma musadat min:

Understanding Tenancy Agreements

What is a tenancy agreement?

A tenancy agreement is a legal contract between a property owner (a landowner) and a person (a tenant) defining the terms and conditions of renting the property for a specified period. It includes details such as rent amount, payment schedule, duration of the tenancy, and the obligations of both parties.

The legal framework in Uganda

In Uganda, tenancy agreements for residential and business premises are governed by the Landlord and Tenant Act of 2022. According to the law, tenancy agreements can be made in writing, verbally or implied by the action of the parties. However, agreements with a value higher than UGX 500,000 per month (25 currency points)¹ must be in writing.

The importance of a written tenancy agreement

While verbal tenancy agreements can be legally binding in Uganda, promoting written agreements can provide enhanced protection. A written agreement fosters a positive relationship between landowner and tenants by clearly defining their respective responsibilities and rights. It provides both parties with documented proof and a common understanding of the tenancy terms and conditions. By ensuring compliance with the existing legal framework, written agreements establish stability and security for both parties. Additionally, they help set and manage realistic expectations, serving as a key tool to minimise potential disputes during the tenancy period.

¹ One (1) currency point is equivalent to UGX 20,000

Fayim ta istamilu turab

Tafayim ta istamilu turab de sunu?

De tafayim benu sidu mahal ma zol al gi wujur. Gi wori adat ta gurus, zaman ta dafa ma nas al suwudin.

Gonun ya istamilu turab fi Uganda.

Fi Uganda gonun ta tafayim ta istamilu turab le nas wa tujar sibu fi Eden ta sidu mahal ma zol al gi ujur ze ma fi nukuta ta Sena 2022. Fi gonun ta Uganda, tafayim ta istamilu turab, bi amulu fi katifa ma kasuma wa fi gi damu ta suwudin. Tafayim ta istamilu turab de kani gurus tow aktara mini 500,000/= bi kutu fi katifa.¹

Mohim ta tafayim ta istamilu turab

Tafayim ta istamilu mahal al gi wonusu ma kasuma deru balsu. Lakin ali gi katfude yau bi hafisu. Tafayim ta istamilu turab al gi katfude gi gowi ilaka benu sidu mahal wa zol al gi ujur. Gi wodi itinin nas de gi fayim badin asan umon endu waragat al gi weri gal mal jurat de dafau. Gi wodi itinin nas de ma bi Kun edu mashakil fi badun. Tofayimu badun fi nukta ijara. Fil de, al waragat al gi wori seksiya ta zol, al waraga bita fayim badu gi wodi naja, taahafis le nas itinin del. Ziyada, mohima del bordu gi saidu min, al hagat al gija hasilu, bordu gi wodi korekore fi nus badum mafi fi zaman al ta ujura.

¹ Nimra wahit al gurus I kun isirin alif.

Key elements of a written tenancy agreement

When drafting a tenancy agreement, including these elements helps establish clear expectations and protects the rights of both landowners and tenants throughout the tenancy period.

- **Description of the land/property:** Specify the precise location and boundaries, including the street name, plot or block number, village and district name.
- **Identification of parties to the tenancy:** Include the landowner and the tenant's full names and contact information, including a phone number.
- **Tenancy period:** Clearly state the start and end dates of the tenancy.
- **Rental fee and payment terms:** Specify the amount of rent and frequency of payments. Rent is typically paid monthly after an initial three-month advance payment. Utilities are not generally included in the rental fee; tenants pay by consumption. It is advised to have individual water and electricity meters for accurate billing.
- **Notice periods:** Detail the notice periods for rent increments and termination of the agreement, ensuring compliance with legal requirements.
 - ✓ **Rent Increment Notice:** Landowners must give tenants at least 60 days' notice before increasing the rent. The increment cannot exceed 10% of the annual rent and can only be increased once per year.
 - ✓ **Termination Notices:** The notice period depends on the type of tenancy. Landowners must provide tenants with the following notice periods: 7 days for weekly tenancies, 30 days for monthly tenancies, and 60 days for annual (12-month) tenancies. Parties can agree on a different notice period, but any period shorter than the specified ones is invalid.
- **Purpose of the land/property:** Specify the purpose of the tenancy agreement (e.g., residential).

Nuktat Al mohim fi tafayim ta istamilu turab

Kan ita gi ketifu tafayim ta istamilu turab ta zol, mata nesitu nuktat del asan uwo bi afisu inta al gi ujur de ma sidu mahal sawa.

- **Gi wori sikil ta mahal turab wa ajat al fogo del:** Wori mahal del ma udut ma isim ta watan, nimira, gbondo ma isim ta district.
- **Inta bi arufu kefanu sidu mahal ma zol al gi ujur:** Kutu isim ta sidu mahal, ma zol al bi ujur, wa ragam ta telephone.
- **Tafar ta istamilu mahal:** wori tamam bedaya ma akir yom ta istamilu mahal.
- **Gurus ta ujur ma Aya mat al bi dafa fogo:** Wori adat ta gurus ta ujur ma Aya mat al bi dafa fogo. Gurus ta ujur del bi dafa wahid mara fi sari, Lakin Inta bi akider dafa talata (3) sar le gi dam. Ajat al gi istamilu fi bet ma gi kutu fi tafayim. Lakin Inta bi dafa ajat del al inta yau gi istamilu. Uwo kwes ashan inta bi indu moyoma kaharaba al taki barau.
- **Fetira ta nehaya:** Kan gi sidu gurus ta ujur hau inta gi turuju zol bara minu mahal ta ujur, keli inta weri kwes wa keli Kun fi ganun.
 - ✓ **Kabara ta sidu gurus:** Sidu mahal kede wedi fetira ta sitin (60) yom gu bal inta bi sidu gurus ta ujur. Kede maa zidu aktar asar fi li miya (10%).
 - ✓ **Juwal ta turuju zol:** Juwal ta turuju zol de bi Kun fi non ta tafayim ta mahal. Sidu mahal kede wodifotura bara Baraule zol al gi ujur. Zee Saba (7) Yom fi isubo wahid. Teletin (30) Yom fi sar wa sitin (60) Yom fi Sena.
- **Mehim ta turab ma ajat al fogo:** Weri mohim ta tafayim del.
- **Hak ma hagiga:** Weri musulia ta itinin nas de.

- **Rights and obligations:** Clearly outline the responsibilities of both parties, including maintenance and repairs.
 - **Tax payments:** Specify that landowners are responsible for covering all current and future taxes, including municipal rates.
 - **Dispute resolution provision:** Agree on mechanisms to resolve disputes, ensuring clarity and fairness.
 - **Signatures:** Obtain signatures from both parties and witnesses. It is advisable for both spouses to sign the tenancy agreement, where possible. This practice can safeguard women's interests in cases like divorce or the loss of their husbands, as housing decisions significantly impact their safety, security, and family stability.
- **Telemiya:** Sidu mahal yau bi dafa telemiya ta asha wa ta baden.
 - **Hilu masakilat:** Rudu sikat al kwes medun mezulum.
 - **Mada:** kede suwudin ta sidu mahal ma suwudin ta zol al gi ujur kulu kedemada. Uwo kwes asan nas awin towumoni kulu kele mada. De bi sa yidu fi tija ta kutu ta rajil hau sibu ba dun. De bi hafisu umon fi tija ta ajat ta bet ma iyal.



Sonduk nimra itinin: Women's Security of Tenure

With many refugee women taking on the role of head of households, they are increasingly involved in property-related matters, including signing tenancy agreements. Property rights are central for a woman's stability in cases of household breakdown due to death, divorce or abandonment, which have become more common during crises. In these situations, women

assume the responsibilities of a head of household and are responsible for any children and other dependents. Therefore it is recommended that particular attention is paid to women and support initiatives to ensure their security of tenure.



Sonduk nimra itinin: Defa le nas awin Al gi istamilu turab ta zol Tani

Asan nas awin yau ketir moslin fi buyuti gi kutu nas awin ketir gi li go masakilat anu ajat ze mada waragat. Nas awin indu hak fi ajat ta bet ze kan kalamat hasil fi bet ze Mut, hababadun ma rajil. Kan asili ze de nas awin yau gi silu mosulia ta bet ma iyal wa iya zol Al fi bet.

For more information and to seek support:

Norwegian Refugee Council (NRC)

Kampala: Offices at Mengo, Nsambya, Ndeje, Kawempe, Kireka (Plavu), Salama Road (PPDRU).

Arua: Offices at Mvara Arua City along Oluko Road and ICLA access centre at Water Department Offices, Arua District Local Government next to Auditor General's Office along Pajulu Road.

Refugee Law Project (RLP)

Kampala: Office at Old Kampala, Opposite Old Kampala Primary School-Coronation Road.

Arua: Office at Water Mount Road/MUBS Avenue Mvara

Ugandan Law Society (ULS)

Kampala: Office at Block 216 Plot 610, Buye, Wamala Road

Arua: Office at Plot 12, Junior Quarters, Accessible Obi Crescent.

FRRM Helpline 0800 32 32 32

Le molimat ketir anu musada:

Norwegian Refugee Council (NRC)

Makatib min Kampala/ at Meng/ Nsambya/ Ndeje, Kawempe, Kireka (Plavu), Sika bi ta Salama (PPDRU).

Makatib bita Arua: at Mvara Arua City gerib ma Oluko Road and ICLA Access centre at water Department Offices, Arua District Local Government next to Auditor General's Office along Pajulu Road.

Refugee Law Project (RLP)

Makatib fi Kampala: at Old Kampala/Opposite Old Kampala Primary School-Coronation Road.

Makatib fi Arua: at Water Mount Road/MUBS Avenue Mvara

Uganda Law Society (ULS)

Kampala: Office at Block 216 Plot 610, Buye, Wamala Road

Makatib ta Arua: fi min plot 12, Junior Quarters, Accessible Obi Crescent.

Tenancy Agreement / Tafayim ta istamilu turab – ENGLISH/JUBA ARABIC

REPUBLIC OF UGANDA

IN THE MATTER OF THE LANDLORD AND TENANT ACT,
2022

AND

IN THE MATTER OF THE CONTRACT ACT 2010
(as amended)

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made this ____ day of
_____, 202__.

BETWEEN

_____ with the telephone number
_____ (hereinafter referred to as "the Landlord"),
including their personal representatives, assignees, and
successors in title;

AND

_____ with the telephone number
_____ (hereinafter referred to as "the
Tenant"), including their personal representatives, assignees,
and successors in title on the other part,

Collectively, the Landlord and the Tenant may be referred to
as "the Parties" and individually as a "Party."

WHEREAS

(a) The Landlord is the owner of the property located at
_____ in _____ Village,
_____ District (herein referred to as "the
Premises") and;

(b) The Tenant desires to rent the Premises, and the Landlord
is willing to rent out the Premises, and,

(c) The Tenant is willing and ready to rent the Premises from
Landlord under the following agreed terms,

(d) Both Parties have represented to each other that they are
legally capable of fulfilling the above obligations and have
both agreed to enter into this transaction with the intent to be
legally bound.

NOW THIS AGREEMENT WITNESSETH;

1. CONSIDERATION

(a) The Tenant shall pay the Landlord a monthly rent of
Uganda Shillings, UGX _____, exclusive of any/all
utilities and service fees. It is a condition of this agreement
that once the Tenant has paid the reserved rent, it is non-
refundable.

REPUBLIC TA UGANDA

FI KALAMAT TA SIDU WATAN MA ZOL AL GI UJUR FI
GONUN NUKTA 2022

MA

FI KALAMAT TA ZAN TA SUKUL FI GONUN TA 2010

TAFAYIM TA ISTAMIL TURAB

Tafayim de amulu fi yam _____ sari .
_____ 202__

BENU

_____ Ma ragam
telephone _____ (Sidu mahal ma suwudin
towo.) Fi rasu.

MA

_____ .ma ragam
telephone _____ (Zol al gi ujur ma suwudin
towo.) fi tija tani

FI TIJA TANI

(a) Sidu mahal yau Mosul ta _____ .fi
mbodo _____ District _____

(b) Zol ta ujur de uwo rudu ujur mahal de wa sidu mahal de
rudu kutu mahal towo fi ujur

(c) Zol al gi ujur uwo rudu kaman jais asan bi ujur mahal de
mini sidu mahal

(d) Umon kulu rudu fi tifagiya de wo jais asan kelesu kalamu
ta gurus

ASA DE YAU SUWUDIN TA TIFAGIYA DE.

Nimra wahit. KUTU FI AMAL

(a) Zol al gi ujur bi dafa gurus ta ujar le sindu mahal kulu ma
sar gurus ta uganda _____ Bara mini gurus ta
moyo, kaharaba wa ajatanin. Wahid mini gonun ta tifagiya de
yau Gali kan zol al gi ujur kan dafa gurus ta ujar le sidu mahal,
ma bi dafau wara.

(b) By the time of execution of this agreement, the Tenant has paid UGX _____ as consideration for the period of _____ to _____.

(c) The rental payment, as stipulated, shall be paid in the following manner" initially, a three-month instalment is to be paid in advance of occupying of the Premises. Once the initial payment is completed, the Tenant is obligated to pay rent on a monthly basis not later than ten (10) days.

(d) The aforesaid rent shall be payable in UGX using the mode proposed by the Landlord (e.g. a receipt).

(e) The rent can only be increased once per year by a maximum of 10% of the annual amount, with at least 60 days' notice given to tenants.

2. DURATION

(a) The tenancy term shall commence on the date and year above first mentioned and shall continue in accordance with the terms and conditions agreed herein.

3. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:

(a) To pay the said rent in the manner aforesaid.

(b) To use the said Premises strictly as residential premises.

(c) To pay and discharge all future charges for all utilities, including electricity and water bills, in respect of the Premises during the tenancy.

(d) Not to assign, sublet, charge or otherwise dispose of the Premises or any part thereof without the Landlord's consent in writing.

(e) To maintain the Landlord's house in good and tenable condition, consistent with its original state.

(f) To allow the Landlord or his authorised representatives to enter the premises for inspection at all reasonable times, with prior notice of at least two (2) days.

(g) Not to make any alterations, additions or modifications to the Premises, including removing any partitions, doors, cupboards or fittings or causing damage to floors, walls, windows or roofs without obtaining prior written consent from the Landlord. The said consent of the Landlord shall not be unreasonably withheld.

(h) To vacate the premises at the expiration or early termination of the tenancy.

4. THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:

(a) To pay all current and future taxes, and municipal rates that may be charged upon the Premises; and also pay all the outstanding electricity, and water bills before the commencement of the tenancy.

(b) Maintain the exterior of the premises in good repair and condition at all times, PROVIDED always that this clause shall

(b) Fi zaman ta kutu tifagiya fi amal, zol al gi ujur dafa gurus _____ mustafa _____le _____

(c) Ujar de bi dafau be terigat de, fi bidaya bi dafa gurus ta talata sur.

Kan dafa gurus ta bidaya de kalas, zol al gi ujur de bi ga bi geni dafa gurus ta ujar kulu ma sar lakin kede ma futu asara yom mini yom Al umon kan dafa awil fogo.

(d) Tifagiya ta ujur de bi dafau fi gurus ta uganda.....ze ma sika al sindu mahal rudu fogo

(e) Ujar bi akider zidu wahid mara fi sena wa ma bi kun aktar mini asara fili mia (10%) mini talata sur ta dafa. Wa zol al gi ujur de bi kabara uwo sitin yom gubal yom ta zidu gurus ta ujur de

Nimra itinin. ZAMAN

(a) Tifagiya ta ujur de bi kutu fi amal fi yom ma sena al fok de. Wa bi istamilu sawa ma gonun al kutu del.

Nimra talata. ZOL AL GI UJUR DE MA SIDU MAHAL RUDU FI KALAMAT DEL:

(a) Bi dafa ujar fi sika al wonusu fok de.

(b) Bi istamilu mahal towo de ze bet.

(c) Bi dafa ajat al uwo istamilu ze kaharaba, moyo wa ma mahal ze ma fi tifagiya.

(d) Zol al gi ujur ma bi sibu, asadu gurus wa kutu zol fi mahal de, ligo sindu mahal ma arufu fi katifa.

(e) Zol al gi ujur bi hafisu juwa ta sindu mahal kwes ze ma fi tifagiya.

(f) Bi sibu sindu mahal ma nas towo ta gonun bi dakalu ayinu juwa de iya zaman, wa bi kabar itinin yom gu bal umon ma ja.

(g) Kede ma geru, zindu wa salawu iya ja fi gisim ta juwa de. Gu bal sindu mahal de ma rudu fi katifa.

(h) Bi sibu mahal de ka zaman ta ujur de kelesu, hau kan turuju uwo.

Nimra aruba. SIDU MAHAL RUDU MA ZOL AL GI UJUR DE AJAT DEL.

(a) Bi dafa telemiya ta asha wa ta ayammat al gi dam. Dafa gurus ta kaharaba, moyo gu bal tifagiya de ma kalasu.

(b) Bi hafisu dekil juwa de fi sikat al kwes.

not apply to any damage negligently or deliberately caused by the Tenant or their agents.

(c) As long as the rent specified in this agreement is paid and the Tenant duly observes the conditions outlined herein, to allow the Tenant to enjoy quiet and peaceful possession and occupation of the premises without any disturbance by the Landlord or any person lawfully claiming to act as his agent and/or employees.

(d) To give the Tenant a copy of the fully signed tenancy agreement.

(c) Kaman ujar de dafau wa zol al gi ujur de hafisu gonun ta tifagiya del. Uwo edu hak asan bi istamilu juwa de wa sindu mahal ma bi tabu uwo.

(d) Bi wodi le zol al gi ujur de photo copy ta tifagiya de al mada kalas.

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED BY BOTH PARTIES as follows:

(a) If the rent or any part thereof shall be in arrears for the space of three months (3 months) after the date when the rent should have been paid or if there shall be a breach of any of the conditions in this agreement by the Tenant THEN, in any such case it shall be lawful for the Landlord to re-enter the premises and terminate the tenancy without notice. The Landlord may additionally enforce other rights provided for under the law.

(b) Any revision of the agreed rent shall be given in writing. Any notice under this agreement shall be deemed sufficiently served if left at the address provided by the Tenant or at the Premises.

(c) Any notice under this agreement shall be in writing and shall be delivered in writing to:

The Landlord: _____
_____ (Address)

The Tenant: _____
_____ (Address)

Nimra kamsa. BI WODI KULU MA ZAMAN, UMON KULU RUDU FI TIFAGIYA DE

(a) Lya den ta Ujar Al ma dafa ma talata sur,sidu hahal endu hak asan turuju zol ta ujar de bara.

(b) Moroijat ta tifagiya de hujar de bi kutu fi katifa .

(c) Lya molimat au tejeru tifagiya de bi kutu fi katifa wa bi silu le.

Sidu mahal: _____
_____ (Mahal sakin)

Zol al gi ujur: _____
_____ Mahal sakin)

6. GOVERNING LAW AND DISPUTE RESOLUTION

(a) This Agreement shall be construed in accordance with the Laws of Uganda.

(b) If any dispute, controversy, or claim concerning the execution or implementation of this agreement arises, it shall be settled fairly and agreeably.

(c) If the dispute cannot be settled within thirty (30) days after receipt of the other Party's request for such fair and agreeable settlement, the Parties shall refer the dispute to mediation.

(d) The mediation shall be conducted before the Local Council Chairperson of the area where the premises is located.

Nimra sita. MA SIKAT AL BI HILU MOWO MASAKIL

(a) Tifagiya de bi kutu fi amal ma gonun ta Uganda.

(b) Kan iya masakil asil fi zaman ta kutu tifagiya de fi amal,bi hillu ma sika al kwes bitun masakil.

(c) Kan ma hillu masakil de gubal teletin (30) yom min yom ta balag,bi balagu la akuma asan bi hillu.

(d) Hillu masakil de be sillu gi dam sultan ta hilla al uwo fogo.

(e) In the event that no fair and agreeable agreement is reached, the Parties may resort to courts of law for dispute resolution.

7. TERMINATION

(a) The tenancy may be terminated by either party giving to the other _____ weeks/months(s) notice in writing of his/her desire to terminate the tenancy.

(b) Any breach of part or all of this agreement shall entitle the aggrieved Party to terminate the agreement, and the same shall be communicated to the other Party in writing.

8. AMENDMENTS/VARIATION

(a) Any amendments/variations to this agreement must be in writing and agreed upon by both Parties.

IN WITNESS WHEREOF, the Parties hereto have signed on the day, month and year mentioned above.

Signed by the Said:

LANDLORD/ SINDU MAHAL

NAME/ ISIM

In the presence of/ Fi gi dam suwudin

WITNESS/ SUWUDIN

NAME/ ISIM

TENANT/ ZOL AL GI UJUR

NAME/ ISIM

In the presence of/ Fi gi dam suwudin

WITNESS/ SUWUDIN

NAME/ ISIM

All in the presence of/ Kulu fi gi dam suwudin

WITNESS / SUWUDIN

NAME/ ISIM

(e) Kan ma hillu masakil de fi terigat al kwes,bi silu fi gadiya le gadi.

Nimra saba. AKIR

(a) Sidu mahal bi agdar wojif tifagiya de_____.isbu/sur wo uwo bi kutu fi akatifa ma niya tow ta akir tifagiya.

(b) Kan fi gonun al kasuru fi tifagiya de,zol al mosulum de bi akir tifagiya de fi katifa.

Nimra tamania. TAGERU

(a) Iya TAGERU fi tifagiya de be kutu fi katifa wo umon kulu bi rudu fogo.

FI GI DAM SUWUDIN,Umon kulu mada fi yom,sur wo senna al katifu fog tak.

Mada ma:

SIGNATURE/ MADA

SIGNATURE/ MADA

SIGNATURE/ MADA

SIGNATURE/ MADA

SIGNATURE/ MADA