

Tenancy Agreement

A quick guide and template for urban areas



Heshiiska Kirada

Hage deg deg ah oo loogu talogaleey degmooyinka

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.

Hagahaan waxaad talo ka heleysaa, heshiiska kirada ee degista ee degaanka. Waxaa ugu horeyn loogu talagalay dadka u dhashay Uganda iyo qaxootiga, iyo hay'adaha maxalliga ah ee ka shaqeeya in ay helaan guri ku filan. Wuxuu ka kooban yahay qaab-dhismeedka sharci ee ay khuseyso, xuquuqda iyo waajibaadka labada dhinac, waxaana ku jira hab-howleedyada caawinta heshiiska kirada.



Box 1: 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 various rights, including adequate housing, food and work.



Box 1: Ammaanka muddada

Guryaha kirada dhulka waxaa looga jeedaa xiriirka shakhsiyaadka iyo kooxuhu la xiriiraan dhulka iyo degaannada sida sharciga ah loo qeexay, caadada ama aan rasmiga ahayn. Foomka kirada waa tusaale ahaan lahaanshaha, kirada, shaqada, deegaanka iskaashatada, degista degdegga ah iyo degaannada aan rasmiga ahayn. Dalka Uganda, dhulka waa mid dhinacyo badan leh, oo ay ka qeyb-qaataan arrimo bulsho, dhaqan, dhaqaale, hay'ad hay'ad iyo siyaasadeed, gaar ahaan magaaloooyinka. Amniga kirada macnaheedu waa in laga ilaaliyo ka saarista khasabka ah ka saarista, dhibaateynta iyo hanjabaadaha kale iyadoon loo eegin nooca kirada. Xilkasnimo amaan ah ayaa sidoo kale shuruud u ah in la sameeyo xuquuqyo kala duwan, oo ay ka mid tahay guryo ku filan, cunto iyo shaqo.

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. Hagahaan waxaa loogu talagalay ujeedooyinka macluumaadka oo kaliya, mana aha talobixin sharci ah. Aqristayaasha waa in ay la tashadaan duruufaha gaarka ah ee loo tashtaa talada sharci ee aqoonta leh. Inkastoo la rumeysan yahay in ay sax tahay xilliga la daabacayeyna, saxnaanta macluumaadka iyo dhameystirnaanta ay helaan lama hubin karo.

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Hindisahan waxa taageeray oo maalgeliyay

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

Fahamka Heshiiska Kirada

Waa maxey heshiiska kirada?

Heshiiska kiradu waa heshiis sharci ah oo u dhexeeya milkiilaha (milkiilaha dhulka) iyo qof (kireystaha) oo qeexaya shuruudaha iyo kireystaha inta hantida laga kireysanayo muddo cayiman. Waxaa ku jira faahfaahinta sida caddadka kirada, jadwalka lacag bixinta, mudada uu gurigu joogo iyo waajibaadka labada dhinac saaran.

Qaabka sharci ee Uganda

Uganda heshiiska kirada ee guryaha la dego iyo ganacsiyada waxaa lagu maamulaa sharciga laga kireystaha iyo laga kireystaha ee 2022. Sida sharcigu qabo heshiiska kirada waxaa lagu sameyn karaa qoraal ahaan, af ahaan ama loola jeedo ficil uu sameynayo labada dhinac. Si kastaba ha ahaatee heshiisyada qiimahoodu ka sareeyo kan UGX 500,000 bishii (25 dhibcood oo lacag ah) waa in uu qoraal ahaadaa.

Muhiimadda heshiiska kirada ee qoraalka ah

Inkastoo heshiiska kirada ee hadalka uu noqon karo mid sharci ahaan ku xakameynaya Uganda, haddana dhiirrigelinta heshiyada qoraalka ah waxay keeni kartaa in sare loo qaado badbaadin. Heshiiska qoraalka ahi wuxuu xoojinayaa xiriir wanaagsan oo ka dhexeeya dadka dhulka leh iyo kireystaha, waxaana uu si cad u qeexayaa mas'uuliyaddooda iyo xuquuqda ay leeyihiin. Waxay labada dhinacba siisaa caddeyn iyo faham guud oo ku saabsan shuruudaha iyo shuruudaha kirada. Iyadoo la fulinayo u hoggaansanaanta qaab-dhismeedka sharci ee jira, waxaa heshiisyada qoraalka ahi ay deejayaan xasillooni iyo ammaan labada dhinac. Waxaa intaa dheer, waxay gacan ka geystaan oo ay maareeyaan waxyaabaha laga filanayo ee macquulka ah, iyagoo u adeegaya aalad muhiim ah si loo yareeyo murannada suurtagalka ah inta lagu jiro mudada kirada.

1 Hal dhibic (1) hal dhibic lacageed oo u dhiganta UGX 20,000

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).
- **Rights and obligations:** Clearly outline the responsibilities of both parties, including maintenance and repairs.

Waxyaabaha muhiimka ah ee heshiiska kirada oo qoraal ah

Marka la sameynayo heshiiska kirada, waxaa ku jira qodobadaani waxay ka caawiyaan sameynta waxyaabaha la filayo ee cad cad waxayna ilaalineysaa xuquuqda mulkiilayaa-sha dhulka iyo kireystaha inta lagu jiro xiliga lagu deginaan karo.

- **Sharaxaadda dhulka/hantida:** Sheeg meesha saxda ah iyo xuduudaha, oo ay ku jiraan magaca waddooyinka, dhulka ama lambarka blockka, tuulada iyo magaca degmada.
- **Aqoonsiga dhinacyada ku jira kirada:** ku dar dadka dhulka leh iyo magacyada qofka laga kireysanayo oo ay ka buuxaan, iyo maclu-umaadka xiriirka, ay ka mid tahay telefoon lambarada.
- **Wagtiga kiro bixinta:** Sida cad u sheeg waqtiga billaabashada kiro la'aanta iyo waqtiyada uu dhamaadka yahay.
- **Lacagta kirada iyo shuruudaha lacag bixinta:** Caadi ah ka bixi inta uu le'eg yahay kirada iyo inta jeer ee lacag bixinta la bixinayo. Kirada waxaa la bixiyaa sida caadiga ah bil kasta ka dib markii la bixiyo lacag horumaris ah oo saddex bilood ah oo hore la bixiyo. Adeegyada loo isticmaalo guud ahaan kuma jiraan lacagta kirada; Kireystaha waa la bixiyaa si waafaqsan. Waxaa lagama maarmaan ah in laga helo biyo gaar ahaaneed iyo mitirka korontada oo loogu talagalay biilasha saxda ah.
- Si loo faahfaahiyo mudada heshiis ka bixista kirada kirada iyo in la joojiyo heshiiska, si loo caddeeyo waafaqsanaanta shuruudaha sharciga.
 - ✓ **Ogeysiiska Kirada Kirada:** Dadka guryaha leh waa inay siiyaan kireystaha ugu yaraan 60 maalmood inta aysan kordhin kirada. Waxa kordhida aanu ka badnaan karin 10% kirada sanadka, waxaana la kordhi karaa oo keliya hal mar sanadkiiba.
 - ✓ **Ka bixitaanka:** Xilliga heshiis ka bixistu waxay ku xiran tahay nooca uu yahay kiro. Shirkadaha guryaha iska leh waa inay kireystayaasha siiyaan kireystaha waqtiyadaan soo socda: 7 maalmood oo kiro ah todobaadkiiba, 30 maalmo oo shaqo ah oo ay qaataan kiro bishiiba iyo 60 maalmood oo ah kiro muddo sanadle ah (12-bilood) oo kireysi

- **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.

Box 2: 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.

ah. Xisbiyadu waxay ku heshiin karaan waqtiga fasixidda ee heshiiska ka duwan, laakiin waqti kasta oo ka yar kan lagu qeexay ma ahan wax aan waxba ka jirin.

- **Ujeedada dhulka/hantida:** Sheeg ujeedada heshiiska kirada (tusaale ahaan, deganaan ama degane).
- **Xuquuqda iyo waajibaadka:** Waxaa si cad u qeexaya mas'uuliyadaha labada dhinac, oo ay ka mid yihiin dayactirka iyo dayactirka.
- **Lacagaha canshuuraha:** Sheeg in milkiilayasha dhulka ay mas'uul ka yihiin inay daboolaan dhammaan cashuuraha hadda jira iyo kuwa mustaqbalka, oo ay ku jiraan qiimaha degmooyinka.
- **Qodobka xallinta khilaafaadka:** Waxa laga heshiiyo hannaankii lagu xallin lahaa khilaafaadka, xaqiijinta cadeyn iyo cadaalad.
- **Saxeexyada:** Inay kala helaan saxiixyo labada dhinac iyo markhaatiyaal. Waxaa kula gudboon in labada lamaane ay kala saxiixdaan heshiiska kirada, meelaha ay suurtoagal tahay. Hab-dhaqanku wuxuu ilaalin karaa danaha haweenka ee kiisaska sida furiinka oo kale ama in ninkooda uu dhinto maadaama go'aamada guryaha ay si weyn u saamaynayaan amniga, amniga, iyo xasilloonida qoyskooda.



Box 2: Amniga Haweenka ee muddada

Iyadoo haween badan oo qaxooti ah ay qaataan kaalinta ay ku leeyihiin madaxa aqallada qoysaska, ayaa waxay sii kordheysaa arrimaha la xiriira hantida, oo ay ku jiraan inay saxiixaan heshiiska kirada. Xuquuqda hantidu waxay udubdhaxaad u tahay xasilloonida haweeneyda marka uu ka dhasho burburka qoyska dhimasho, furiin ama dayrin, kuwaas oo aad usoo

kordhay xiliyada xasaradaha. Xaaladahan marka lagu jiro, haweenku waxay qaadanayaan mas'uuliyadda ka saaran madaxda qoyska, waxayna mas'uul ka yihiin carruur kasta iyo kuwa kale ee ku tiirsan. Sidaas awgeed waxaa lagula talinayaa in fiiryo gaar ah la siiyo haweenka isla markaana lagu taageero dadaallada lagu xaqiijinayo amnigooda muddada xil-gudasheedka ah.

For more information and to seek support:

Norwegian Refugee Council (NRC):

Kampala: Offices at Mengo, Nsambya, Ndejje, 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 Pajjulu 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 Nvara

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

Wixii macluumaad dheeraad ah iyo in taageero loo raadsado:

Norwegian Refugee Council (NRC):

Kampala: Xafiisyada Mengo, Nsambya, Ndejje, Kawempe, Kireka (Plavu), Salama Road (PPDRU)
Arua: Xafiisyada Mvara Arua City ee ku teedsan Oluko Road iyo xarunta ICLA ee xafiisyada Waaxda Biyaha, Dawlada Hoose ee Degmada Arua oo ku xigta Xafiiska Hantidhawrka Guud ee ku teedsan Wadada Pajjulu.

Mashruuca Sharciga Qaxootiga (RLP):

Kampala: Xafiiska Old Kampala, Ka soo horjeeda Old Kampala Primary School-Coronation Road.
Arua: Xafiiska ku yaal Water Mount Road/MUBS Avenue Nvara

Ururka Sharciga Uganda (ULS):

Kampala: Xafiiska ku yaal Block 216 Plot 610, Buy, Wamala Road
Arua: Xafiiska ku yaal Plot 12, Quarters Junior, La heli karo Obi Crescent.

Template Tenancy Agreement / Heshiiska kirada ee Template– (ENGLISH/SOMALI)

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.

JAMHUURIYADDA UGANDA

ARRIMAHA LAGA KIREYSTAHA IYO LAGA KIREYSTAHA
2022

IYO

ARRIMAHA SHARCIGA HESHIISKA 2010 (sida wax laga
beddelay)

HESHIISKA KIRADA

HESHIISKA KIRADA WAXAA THIS ____ DAY _____,
202__.

INTAAD

_____ ku _____ lambar telefoon
(oo hadda loogu yeero "mulkiilaha"), oo ay ku jiraan
wakiilladooda shaqsiyeed, xilalkooda, iyo kuwo kale oo
magacooda ku xusan;

IYO

_____ lambarada telefoonka
_____ (oo hadda loogu yeero "kireystaha"),
oo ay ku jiraan wakiilladooda gaarka ah, xilalkooda, iyo kuwo
kale oo horyaalka ku leh,

Si wada jir ah, mulkiilaha iyo kireystaha waxaa loola jeedaa
"Xisbiyada" iyo si shaqsiyan ah "Xisbi".

HALKAAN

(a) Mulkiilaha waa mulkiilaha hantida ku taalla
_____ Village, Degmada
_____ (halkan loo yaqaan "Premises") iyo;

(b) Kireystuhuna wuxuu doonayaa in uu kireeyo kireystaha,
mulkiilaha wuxuu doonayaa in uu ka kireeyo goobaha,
wuxuuna

(c) Kireystuhu wuxuu diyaar u yahay oo uu diyaar u yahay inuu
ka kireeyo kireeyaha kireeyaha iyadoo la raacayo shuruudaha
soo socda ee lagu heshiiyey.

(d) Labada Dhinacba waxay dhinacyada isku mataleen in ay si
sharciyan ah awood u leeyihiin in ay gutaan waajibbaadka kor
ku xusan, waxayna labaduba isku raaceen in ay macaamiikan
guda galaan iyadoo ujeeddadu tahay in si sharci ah loogu
xidho.

HADDABA HESHIISKAN AYAA GOOBJOOG KA AH.

1. TIXGELIN

(a) Kireystuhu waa inuu bixiyaa kireeyaha kirada bil kasta ee
Uganda Shillings, UGX _____, oo aan ku jirin utilities
kasta/ dhammaan khidmadaha adeegga. Heshiiskan waxaa
uu shardi ka yahay in markii uu kireystay kireystaha uu bixiyo
kiradii loo reebay aanu aheyn mid la soo celin karo.

(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 tenantable 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.

(b) Waqtiga la gaarayo dhaqan gelinta heshiiskaas, kireystayaashu wuxuu bixiyey _____ (UGX _____ qiimeynta _____ uu u bixiyo _____

(c) Lacagtaasna sida loogu qeexay waxaa loo bixiyaa sidan soo socota", bilowga waa in la bixiyaa qeybta saddex bilood ah ka hor inta aan la dagin. Marka la dhammeystiro lacagta bilowga ah, waxaa ku waajib ah in uu kireeyaha bixiyo kirada bishii ugu dambeyn toban (10) maalmood.

(d) Kirada guriga ee la soo sheegay waa in lagu bixinayaa UGX iyadoo la adeegsanayo qaabka uu mulkiilahu soo hordhigay (tusaale ahaan rasiidka guriga).

(e) Kirada guriga waxaa sanadkiiba hal mar la kordhi karaa ugu badnaan 10% lacagta sanadka, iyadoo kireystaha la siinayo ugu yaraan 60 maalmood oo wargelin ah oo la siinayo kireystaha.

2. WAQTIGA

(a) Waqtiga kiradu waa inuu ku billowdaa taariikhda iyo taariikhda aan marka hore la soo sheegin ee aan la soo sheegin waana inuu ku sii socdaa si waafaqsan shuruudaha iyo shuruudaha lagu heshiiyey.

3. KIREYSTUHU WUXUU KU RAACSAN YAHAY MULKIILAHA SIDAN: -

(a) Inuu ijaarka la sheegay u bixiyo sidan ay tahay, sidan ay tahay.

(b) Si aad ugu isticmaasho goobaha la sheegay in ay adag tahay meel la dego.

(c) In aad bixiso oo aad ka bixiso dhammaan qarashaadka mustaqbalka ka soo baxa dhammaan biilasha, oo ay ku jiraan biilasha korontada iyo biyaha iyadoo la ixtiraamayo goobaha inta lagu jiro kiro.

(d) In aan la qoondaynin, la dacwoonin ama laga tuurin qodobada ama qeyb kamid ah, iyadoo aanu qofka mulkiilahu ogolaansho ugu oggolaaneyn in qoraal ahaan lagu qoro.

(e) In guriga kireeyaha loo joogteeyo ayadoo shardi fiican iyo kiro ah ku jirto, waafaqsaneydna xaalkii uu markii hore ku sugnaa.

(f) In loo oggolaado mulkiilaha ama wakiiladiisa awoodda leh in ay goobaha kormeerka soo galaan waqti kasta oo macquul ah, iyadoo la sii ogaysiinayo ka hor ugu yaraan laba (2) maalmood.

(g) In aan wax laga badalin, lagu daro ama wax laga bedelin lagu sameeyo Fagaarayaasha, oo ay ku jiraan in laga saaro wax xijaab ah, albaabada, armaajooyinka ama ku rakiban ama waxyeelo u geysanaysa dhulka derbiyada, daaqadaha ama saqafka saqafka iyada oo aan laga helin oggolaansho hore oo qoraal ah oo ka timid Mulkiilaha. Ogolaanshaha la sheegay in lagaa siiyay mulkiilahana si aan macquul ahayn loogama go'iyi doono.

(h) In guriga laga baxo markii uu dhacayo guriga uu dhacayo ama uu waqti hore ka dhamaado kirada.

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 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.

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)

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.

4. KIREYSTAHA WUXUU KU RAACSAN YAHAY KIREYSTAHA SIDAAN SOO SOCOTA:

- (a) In ay bixiso dhammaan cashuuraha hadda iyo kuwa mustaqbalka, iyo qiimaha degmooyinka ee laga qaadi karo madasha; iyo sidoo kale inaad bixiso biilasha aan la karin ee aan laheyn koronto iyo biilasha inta uusan bilaaban kirada.
- (b) Joogteeyo banaanka goobta dayactirka iyo xaalada goor walba, WAXAA mar walba la siinayaa in qodobkaani uusan quseyn waxyeelo si dayacan ama ula kac ah oo uu sababay Kireystaha ama wakiilkooda.
- (c) Ilaa iyo inta kirada heshiiskan ku xusan la siinayo, kireystahana uu si habboon u ilaalinayo shuruudaha lagu qeexay, si loogu ogolaado Kireystaha in uu ku raaxeysan karo hanti degan oo nabad ah iyo ku shaqeynta guriga iyada oo aan wax khalkhal gelin ah aysan jirin mulkiilaha ama qof kasta oo si sharci ah u sheeganaya inuu u dhaqmo wakiilkiisa iyo/amaba shaqaalaha.
- (d) In kireystaha loo siiyo nuqulka heshiiska kirada oo dhamays tiran la kala saxiixday.

5. HADDIIBA LA BIXIYO OO HALKAN LAGU HESHIIYO LABADA XISBI WAA KU HESHIIYEEN SIDAN:-

- (a) Haddii kirada guriga ama qayb kamid ah ay ka noqoto waqti ka dib mudo sadex bilood ah (3 bilood) ka gadaal waqtiga ay kiradu bixin laheyd ama haddii ay ku jabeen wax ka mid ah shuruudaha ku qoran heshiiska kireystaha markaas, waxeyna sharci u noqoneysaa in uu dib u soo galo kireystaha uuna ka bixi karo kireystaha ogeysiis la'aan. Kireyuhu wuxuu intaa ku sii dari karaa xuquuqda kale ee uu sharciga u dejiyay.
- (b) Dib-u-eegis kasta oo lagu sameeyay ijaarkii lagu heshiiyey waa in aad qoraal ahaan u bixisaa. Wixii ogeysiis ah ee heshiiska ku xusan waxaa loo arkin in uu ku filan yahay si ku filan loo bixiyo, haddii uu ka tago cinwaanka uu bixinayo Kireystaha ama garoonka.
- (c) Ogeysiis kasta oo heshiiskaas ku xusan waa in uu qoraa qoraal ahadaa, waxaana loo gudbinayaa qoraal ahaan:

Mulkiilaha: _____
_____ (Ciwaan)

Kireystaha: _____
_____ (Ciwaan)

6. IN LA QABTO SHARCIGA IYO XALINTA KHILAFAADKA

- (a) Heshiiskan waxaa lagu fasiri doonaa si waafaqsan Xeerarka Uganda.
- (b) Haddii muran, muran ama doodo, ama sheegasho la xiriirta fulinta heshiiskan ama hirgelinta heshiiskan uu ka dhasho, waxaa lagu heshiin doonaa si caddaalad ah oo la oggol yahay.

(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.

(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/ MULKIILAHA

NAME/MAGACA

In the presence of/In la joogo oo

WITNESS/MARKHAATI

NAME/MAGACA

TENANT/MPANGAJI

NAME/MAGACA

In the presence of/In la joogo oo

WITNESS/MARKHAATI

NAME/MAGACA

All in the presence of/ All in ay joogaan

WITNESS/MARKHAATI

NAME/MAGACA

(c) Haddii khilaafkaas lagu dhamaysan waayo soddon (30) cisho gudahood laga soo bilaabo marka la helo codsigii Xisbigii kale ee ahaa in xal sidaas ku habboon oo xal caddaalad ah lagu gaadho, waa in dhinacyadu khilaafka u gudbiyaan dhexdhexaadin.

(d) Heshiisiintaas waxaa lagu hor sameynayaa Guddoomiyaha Golaha Deegaanka ee deegaanka ay goobuhu ku yaallaan.

(e) Haddii haddii aan heshiis cadaalad ah oo la isku afgaran karin, waxay xisbiyadu geysan karaan maxkamadaha sharciga si loo xalliyo khilaafaadka.

7. KA JOOJINTA

(a) Heshiiska kirada wuxuu ka bixi karaa ha ahaado ogeysiiska ogeysiiska _____ kale siinaysa _____ todobaadyo/bilo (s) qoraal ahaan markii uu doonayo in uu dhamaado kirada.

(b) Mid kasta oo qayb ka mid ah ama dhammaan heshiiskan wuxuu xaq u siinayaa dhinaca dhibaateysan inuu heshiiska joojiyo, isla sidaas si lamid ahna waxaa qoraal ahaan loogu gudbinayaa Xisbiga kale.

8. WAX KA BEDELKA / KALA DUWANAANSO

(a) Wax ka bedel kasta/isbeddel kasta oo ku saabsan heshiiskan waa in ay qoraal ahaan u ahaadaan oo ay ku heshiiyaan labada dhinac.

MARKHAATI AHAAN, Xisbiyada halkan ku qorani waxa ay saxiixeen Maalinta, Bisha iyo Sannadka aan kor ku soo xusnay.

Saxiixay Said:

SIGNATURE/SAXIIXA

SIGNATURE/SAXIIXA

SIGNATURE/SAXIIXA

SIGNATURE/SAXIIXA

SIGNATURE/SAXIIXA