

# Tenancy Agreement

A quick guide and template for urban areas



## ስምምዓት ክራይ

ንከተማታት ዝኸውን ቅልጡፍ መምርሒ

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.

እዚ መምርሒ ኣብ ከተማታት ንዝገበር ስምምዓት ክራይ መንበሪ ኣባይቲ ምኽሪ ይህብ። ብቐንዱ ንዜጋታትን ስደተኛታትን ኡጋንዳን ከምኡ'ውን እኹል መንበሪ ኣባይቲ ንምርካብ ዝሰርሑ ሰበሰልጣን ከባቢ ዝዓለመ እዩ። ዝምልከቶ ሕጋዊ ቅርጺ፡ መሰላትን ግዴታታትን ተኸታታይ ዝኸፍን ኮይኑ፡ ኣብ ስምምዓት ክራይ ዝሕግዝ ቅጥዒ ዘጠቓልል እዩ።



### 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 a various rights, including adequate housing, food and work.



### ሳጹን 1፡ ውሕስነት ዋንነት

ዋንነት መሬት ማለት ውልቀሰባትን ጉጅለታትን ምስ መሬትን ኣባይትን ብሕጋዊ መንገዱ፡ ብባህሊ ወይ ብዘይወግዓዊ መንገዱ ዝተነፀረ ርክብ የመልክት። መልክዓት ስልጣን ዋንነት፡ ክራይ፡ ሞያ፡ ሕብረት ስራሕ ኣባይቲ፡ ህፁፅ ኣባይትን ዘይወግዓዊ ሰፈራታትን ይርከብዎም። ኣብ ኡጋንዳ፡ ዋንነት መሬት ብዘሕ ሸነኽት ዘለዎ ኮይኑ፡ ማሕበራዊ፡ ባህላዊ፡ ቁጥባዊ፡ ትካላውን ፖለቲካውን ረጅሒታት ዘጠቓልል ኮይኑ ብፍላይ ኣብ ከተማታት፡

ውሕስነት ዋንነት ማለት ዓይነት ዋንነት ብዘየገድስ ካብ ኣገዲድካ ምግፋፍ፡ ምግፋዕን ካልኣት ስግኣታትን ምክልኻል ማለት እዩ። ውሕስነት ዋንነት እውን እኹል መንበሪ ገዛ፡ መግብን ስራሕን ሓዊሱ ዝተፈላለዩ መሰላት ንምጥቓም ቅድመ ኩነት እዩ።

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This initiative is supported and funded by:



እዚ ተበግሶ ዝድገፍን ዝምወልን ብ፤

# 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)<sup>1</sup> 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.

<sup>1</sup> One (1) currency point is equivalent to UGX 20,000

# ስምምዓት ክራይ ምርዳጃ

## ስምምዕ ክራይ እንታይ እዩ?

ስምምዕ ክራይ ኣብ መንጎ ወናኒ ንብረት (ወናኒ መሬት)ን ካሊእ ሰብን (ተኽራያይ)ን ንዝተወሰነ ግዜ ንብረት ንምክራይ ዝሕግዝ ውዕላትን ቅድመ ኩነታትን ዝገልጽ ሕጋዊ ውዕል እዩ። ከም መጠን ክራይ ገዛ፣ መደብ ክፍሊት፣ ንውሓት ግዜ ክራይ፣ ከምኡ'ውን ግዴታታት ክልቲኦም ወገናት ዝኣመሰሉ ዝርዝራት የጠቓልል።

## ኣብ ኡጋንዳ ዘሉ ሕጋዊ ቅርጺ

ኣብ ኡጋንዳ ንመንበሪን ንግዳዊን ቦታታት ዝግበር ናይ ክራይ ስምምዓት ብሕጊ ኣካራዪን ተኽራያይን ብ 2022 ይምራሕ። ብመሰረት እቲ ሕጊ ስምምዓት ክራይ ብጽሑፍ፣ ብቃላት ወይ ብተግባር ተኽታዕቲ ወገናት ብተዘዋዋሪ ክግበር ይከኣል። ይኹን እምበር ካብ UGX 500,000 ኣብ ወርሒ (25 ባጤ ነጥቢታት)<sup>1</sup> ዝለዓለ ዋጋ

## ኣገዳስነት ናይ ጽሑፍ ስምምዕ ክራይ

ኣብ ኡጋንዳ ብቃላት ዝግበር ስምምዓት ክራይ ብሕጋዊ መንገዱ ቀያዲ ክኸውን ዝኽእል እኳ እንተኾነ፣ ብጽሑፍ ዝግበር ስምምዓት ምድንፋዕ ግን ዝለዓለ ሓለዋ ክህብ ይኽእል። ጽሑፋዊ ስምምዕ ኣብ መንጎ ወናኒ መሬትን ተኽራያይን ነፍሲ ወከፎም ሓላፍነቶምን መሰላቶምን ብንጹር ብምግላጽ ኣወንታዊ ዝምድና የዕቢ። ንክልቲኦም ወገናት ዝተሰነደ መርትዖን ብዛዕባ ውዕላትን ቅጥዕታትን ክራይ ሓባራዊ ርድኢትን ይህብ። ምስቲ ዘሉ ሕጋዊ ቅርጺ ምትእስሳር ብምርግጋጽ፣ ጽሑፋዊ ስምምዓት ንክልቲኦም ወገናት ምርግጋእን ድሕንነትን ይምስርት። ብተወሳኺ ክውንነታዊ ትጽቢታት ንምቕማጥን ንምምሕዳርን ይሕግዙ። ኣብ እዋን ክራይ ክህሉ ዝኽእል ዘይምርድዳእ ንምንካይ ከም ቁልፊ መሳርሒ ኮይኖም የገልግሉ።

<sup>1</sup> ኣዲ (1) ነጥቢ ባጤ ምስ UGX 20,000 ማዕረ እዩ።

## 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).

## ቁልፊ ባእታታት ናይ ጽሑፍ ስምምዕ ክራይ

ክራይ ኣብ ምንዳፍ፣ ነዞም ባእታታት ሓዊስካ ንጹር ትጽቢታት ንምትካል ይሕግዝን ኣብ ምሉእ ናይ ክራይ ግዜ መሰላት ወነንቲ መሬትን ተኻሪይትን ይሕሉ።

- **መግለጺ መሬት/ንብረት፡-** ስም ጎደና፣ ቁፅረ ስፍራ ወይ ብሎክ፣ ስም ዓድን ወረዳን ሓዊሱ ትኽክለኛ አቀማምጣን ይባትን ምግለጽ።
- **መለለዪ ወገናት ናይቲ ክራይ፡-** ቁጽረ ተሌፎን ሓዊስካ ምሉእ ኣስማትን ናይቲ ተኻሪይቲን ምሉእ ኣስማትን ርክብ ሓበሬታን ኣካትት።
- **ናይ ክራይ ግዜ፡-** ናይቲ ክራይ ዝጅምረሉን ዝውድአሉን መዓልታት ብንጹር ግለጽ።
- **ክፍሊት ክራይን ውዕላት ክፍሊትን፡-** መጠን ክራይን ድግግም ክፍሊትን ግለጽ። ክራይ ገዛ ብተለምዶ ድሕረ ናይ መጀመርታ ናይ ሰለስተ ወርሒ ኣቐዲምካ ክፍሊት ወርሓዊ ይኸፈል። ዩቲሊቲታት ብሓፈሻ ኣብ ክፍሊት ክራይ ኣይካተቱን፤ ተኻሪይቲ ብዝተጠቐመ ልክዕ ይኸፍሉ። ንልክዕ ሕሳብ ንምኽፋል ውልቀ ቆፃሪ ማይን ሓይሊ ኤሌክትሪክን ክህልዉ ይምከር።
- **ናይ ምልክታ ግዜታት፡-** ንወሰኽ ክራይ ገዛን ምቁራጽ ስምምዕን ዝምልከት ናይ ምልክታ ግዜታት ብዝርዝር ምግለጽ፣ ምስ ሕጋዊ ረጃሒታት ምትእስሳር ምርግጋጽ።
  - ✓ **ምልክታ ወሰኽ ክራይ፡-** ወነንቲ መሬት ቅድሚ ክራይ ምውሳኽ ንተኻሪይቲ እንተወሓደ ናይ 60 መዓልታት ምልክታ ክህቡ ኣለዎም። እቲ ወሰኽ ካብ ዓመታዊ ክራይ ገዛ ካብ 10% ክሓልፍ ስለዘይከእል ኣብ ዓመት ሓይ ግዜ ጥራይ እዩ ክውስኽ ዝኽእል።
  - ✓ **ናይ ምቁራጽ ምልክታታት፡-** እቲ ናይ ምልክታ ግዜ ኣብ ዓይነት ክራይ ይምርኮስ። ወነንቲ መሬት ንተኻሪይቲ እዞም ዝስዕቡ ናይ ምፍላጥ ግዜታት ክህቡ ኣለዎም፣ 7 መዓልታት ንሰሙናዊ ክራይ፣ 30 መዓልታት ንወርሓዊ ክራይ፣ ከምኡ'ውን 60 መዓልታት ንዓመታዊ (12 ኣዋርሕ) ክራይ። ወገናት ኣብ ዝተፈላለዩ ናይ ምልክታ ግዜ ክሰማምዑ ይኽእሉ እዮም። ካብቶም ዝተገለፁ ዝሓፀረ ዝኾነ ይኹን ግዜ ግን ቅኑዕ ኣይኮነን።
- **ዕላማ ናይቲ መሬት/ንብረት፡-** ዕላማ ናይቲ ናይ ክራይ ስምምዕ (ንኣብነት፡- መንበሪ) ግለጽ።
- **መሰላትን ግዴታታትን፡-** ንጽገናን ጽገናን ሓዊስካ ሓላፍነት ክልቲኦም ወገናት ብንጹር ኣቐምጡ።

- **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.

- **ክፍሊት ግብረ፡-** ወንጌቲ መሬት ንኹሉ ህሉውን መጻእን ግብረታት ናይ ምሽፋን ሓላፍነት ከም ዘለዎም ግለጽ፡ እንተላይ ንናይ መዘጋጃቤት ደረጃታት፡፡
- **ድንጋገ አፈታትሓ ዘይምርድዳእ፡-** ንደርነትን ፍትሓውነትን ምርግጋጽ ዘይምርድዳእ ንምፍታሕ ዝሕግዙ አገባባት ምርድዳእ፡፡
- **ፌርማ፡-** ካብ ክልቲኦም ወገናትን መሰኻኽርን ፌርማ ምውሳድ፡፡ ክልቲኦም መጻምድቲ አብቲ ናይ ክራይ ውዕል ክፈርሙ ይምከር፡፡ ብዝተኻእለ መጠን እዚ ተግባር እዚ ንረብሓ ደቂ አንስትዮ አብ ከም ፍትሕ ወይ ምጥፋእ ሰብኡተን ዝኣመሰሉ ጉዳያት ክሕሉ ይኽእል እዩ፡፡ ምኽንያቱ ውሳኔታት አባይቲ ንድሕነተን፣ ጸጥታን ምርግጋእ ስድራቤተንን ብዓቢኡ ይጸልዎ፡፡



## 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.



## ሳጹን 2፡ ውሕስነት ዋንነት ደቂ አንስትዮ

ብዙሓት ስደተኛታት ደቂ አንስትዮ መራሒ ስድራ አብ ዝሕዛሉ ዘለዎ እዋን፣ ምስ ንብረት ዝተኣሳሰሩ ጉዳያት፣ እንኩላይ አብ ምፍራም ስምምዕ ክራይ ክሳተፋ ኣለወን፡፡ አብ እዋን ቅልውላው ዝያዳ ልሙድ ዝኾነ ብሰንኪ ሞት፣ ፍትሕ ወይ ምሕዳግ ስድራ ቤት አብ ዘጋጥመሉ እዋን፣ መሰል ንብረት ንምርግጋእ ጓል አንስተይቲ ማእከላይ እዩ፡፡

አብ ከምዚ ኩነታት ደቂ አንስትዮ ናይ ሓዲ ርእሲ ስድራቤት ሓላፍነት ይወስዳ፣ ንዝኾነ ቅልዓን ካልኣት

ጽግዕተኛታትን ድማ ሓላፍነት ይወስዳ፡፡ ስለዚ ብፍላይ ንደቂ አንስትዮ ቆላሕታ ክወሃበንን ንውሕስነት ዋንነትን ንምርግጋፅ ዝከዳዩ ተበግሶታት ክድግፉን ይምከር፡፡

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.

ንዝያዳ ሓበሬታን ደገፍ ንምርካብን

### ቤት ምኽረ ስደተኛታት ፍርድይ (NRC)፤

ካምፓላ፡ አብያተ ጽሕፈት አብ መንጎ፡ ንሳምብያ፡ ንደጀ፡ ካዌምፕ፡ ኪሬካ

(ፕላቪ)፡ መንገዲ ሰላማ (PPDRU)

ኣሩኣ፡ አብያተ ጽሕፈት አብ ከተማ ምሽራ ኣሩኣ አብ ጎረቤት መንገዲ ኦሉኮ

ከምኡ'ውን አብ አብያተ ጽሕፈት ክፍሊ ማይ፡ ምምሕዳር ከባቢ ኣውራጃ ኣሩዋ

አብ ጎረቤት ጽሕፈት ዋና ኦዲተር አብ ጎረቤት መንገዲ ፓጃሉ ዝርከብ ማእከል

መእተዊ ICLA

### ፕሮጀክት ሕጊ ስደተኛታት (RLP)፤

ካምፓላ፡ ቤት ጽሕፈት አብ ኣረገት ካምፓላ፡ ፊት ንፊት መባእታ ቤት

ትምህርቲ ኣረገት ካምፓላ-መንገዲ ኮሮነሽን.

ኣሩኣ፡ ቤት ጽሕፈት አብ መንገዲ ዋተር ማውንት/MUBS Avenue Nvara

### ማሕበር ሕጊ ኡጋንዳ (ULS)፤

ካምፓላ፡ ቤት ጽሕፈት አብ ብሎክ 216 ፕሎት 610፡ ቡዩ፡ መንገዲ ዋሚላ

ኣሩኣ፡ ቤት ጽሕፈት አብ ፕሎት 12፡ ጃንዩር ኪርቲር፡ ተበጻሒ ኦቢ ክሪስንት

FRRM Helpline 0800 32 32 32

Template Tenancy Agreement / ቅጥረ ስምምዕ ክራይ- (ENG/TIG)

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.

ሪፖብሊክ ኡጋንዳ

ኣብ ጉዳይ ሕገ ኣካራዪን ተኸራያይን፣ 2022

ን

ኣብ ጉዳይ ሕገ ውዕሊ 2010 (ከምቲ ዝተመሓየሸ)

ስምምዕ ክራይ

እዚ ናይ ክራይ ስምምዕ ኣብዚ \_\_\_\_\_ መዓልቲ \_\_\_\_\_፣ 202\_\_ እዩ ተገይሩ።

ኣብ ሞንጎ

\_\_\_\_\_ ምስ ቁጽሪ ተሌፎን \_\_\_\_\_ (ከብዚ ንደሓር "ዋና ገዛ" ተባሂሉ ዝጽዋዕ)፣ ውልቃዊ ወከልቶም፣ ዝተመደቡን ተኸተልቶምን ኣብ ርእሰ-ማል ሓዊሱ፤

ን

\_\_\_\_\_ ብቑጽሪ ተሌፎን \_\_\_\_\_ (ከብዚ ንደሓር "ተኸራያይ" ተባሂሉ ዝጽዋዕ)፣ ብኸልጃ ወገን ውልቃዊ ወከልቶም፣ ዝተመደቡን ተኸተልቶምን ኣብ ርእሰ-ማል ሓዊሱ፣ ብሓባር፣ ኣካራዪን ተኸራያይን "እቶም ወገናት" ብውልቂ ድማ "ውድብ" ተባሂሎም ክጽውዑ ይኽእሉ። ብሓባር ኣካራዪን ተኸራያይን "እቶም ወገናት" ብውልቂ ድማ "ውድብ" ተባሂሎም ክጽውዑ ይኽእሉ።

እዙይ ክኸውን ከሎ፤

ሀ. ኣካራዪ ኣብ \_\_\_\_\_ ቁሽት፣ \_\_\_\_\_ ኣውራጃ (ኣብዚ "እቲ ቀጽሪ" ተባሂሉ ይጽዋዕ) ኣብ \_\_\_\_\_ ዝርከብ ንብረት ወናኒ ኮይኑ፤

ለ. ተኸራያይ ነቲ ቦታ ክካረሮ ይደሊ፣ ኣካራዪ ድማ ነቲ ቦታ ክካረሮ ፍቓደኛ እዩ ከምኡውን፤

ሐ. ተኸራያይ ብመሰረት እዞም ዝሰጠ ዝተሰማምዑሉ ውዕላት ነቲ ቦታ ከብ ኣካራዪ ክካረሮ ድሉው እዩ።

መ. ክልቲኦም ወገናት ነዚ ኣብ ላዕሊ ዝተጠቐሰ ግዴታታት ንምፍጻም ብሕጋዊ መንገዲ ዓቕሚ ከምዘለዎም ኣብ ነንሕድሕዶም ወኪሎም ክልቲኦም ብሕጋዊ መንገዲ ክቕየዱ ብዝተጠበሉ ሓሳብ ናብዚ ትራንዛክሽን ክኣትዉ ተሰማሚዖም እዮም።

ሕጂ እዚ ስምምዕ ምስክር እዩ፤

1. ኣብ ግምት ዝኣትዉ

ሀ. ተኸራያይ ንዋና ገዛ ወርሓዊ ክራይ ኡጋንዳ ሽሊንግ፣ UGX..... ተኸራያይ ክራይ ገዛ ምስ ከፈለ ዘይምለስ ምኽኒ ናይዚ ስምምዕ ቅድመ ኩነት እዩ።



(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.

## 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.

ለ. እዚ ስምምዕ ኣብ ዝፍጸመሉ እዋን፡ ተኸራያይ UGX \_\_\_\_\_ ካብ \_\_\_\_\_ ከሰብ \_\_\_\_\_ ዝበጽሖ ግዜ ከፈሉ ኣሎ።

ሐ. ክፍሊት ክራይ ከምቲ ዝተቐመጠ በዚ ዝስዕብ ኣገባብ ይኸፈል" ኣብ መጀመርታ ቅድሚ እቲ ቀጽሪ ምሓዝ ናይ ሰለስተ ወርሒ ክፍሊት ክኸፈል ኣለዎ። እቲ ናይ መጀመርታ ክፍሊት ምስተዛዘመ ተኸራያይ ካብ ዓሰርተ (10) መዓልታት ዘይውሕድ ወርሓዊ ክራይ ክኸፍል ግዴታ ኣለዎ።

መ. እቲ ኣብ ላዕሊ ዝተጠቐሰ ክራይ ብUGX ዝኸፈል ብዋና ገዛ ዝሓሰበ ኣገባብ (ንኣብነት ቅብሊት) ተጠቐምካ ይኸፈል።

ሠ. እቲ ክራይ ገዛ ኣብ ዓመት ሓደ ግዜ ጥራይ እዩ እንተበዘሐ ካብቲ ዓመታዊ መጠን ገንዘብ ብ10% ክውስኽ ዝኸእል፡ እንተወሓደ ንተኸራይቲ ናይ 60 መዓልታት ምልክታ ይወሃብ።

## 2. ጸኒሒት

ሀ. ናይ ክራይ ግዜ ካብቲ ኣብ ላዕሊ ንመጀመርታ ግዜ ዝተጠቐሰ ዕለትን ዓመትን ዝጅምር ኮይኑ ብመሰረት ኣብዚ ዝተሰማምዑሉ ውዕላትን ቅጥዕታትን ይቕጽል።

## 3. ተኸራያይ በዚ ዝስዕብ ምስ ዋና ገዛ ይሰማማዕ፡-

ሀ. ዝተበህለ ክራይ ገዛ ቦቲ ኣቐዲሙ ዝተጠቐሰ ኣገባብ ንምኽፋል።

ለ. ነቲ ዝተበህለ ቀጽሪ ብጥብቂ ከም መንበሪ ገዛ ንምጥቃም።

ሐ. ኣብ እዋን ክራይ ንቐጽሪ ብዝምልከት ኩሉ ናይ መጻሊ ክፍሊት ንኹሎም ዩቲሊቲታት እንኩላይ ናይ ኤሌክትሪክን ማይን ሕሰብ ምኽፋልን።

መ. ነቲ ቦታ ወይ ዝኾነ ክፋሉ ብዘይ ብጽሑፍ ዝተሓገዘ ፍቓድ ኣካራይ ፡ ንኡስ ምክራይ፡ ምኽፋል ወይ ብኸልእ መንገዲ ዘይምውጋድ።

ሠ. ናይ ዋና ገዛ፡ ገዛ ምስቲ ቐዲሙ ዝነበረ ኩነታቱ ዝሰማማዕ ኣብ ጽቡቕን ክካረ ዝኸእልን ኩነታት ንምሕላው።

ረ. ኣካራይ ወይ ፍቓድ ዘለዎም ወከልቱ ኣብ ኩሉ ርትዓዊ ግዜ ናብቲ ቀጽሪ ንምርመራ ክኣትዉ ምፍቃድ፡ እንተወሓደ ንኸልተ (2) መዓልታት ኣቐዲሙ ምፍላጥ።

ሸ. ኣብቲ ቀጽሪ ዝኾነ ይኹን ለውጢ፡ ምውሳኽ ወይ ምምሕያሽ ከይገብር፡ እንኩላይ ዝኾነ መከፋፈልቲ፡ ማዕጸ፡ ኣርማድዮ ወይ መተሓላለፊ ምእላይ ወይ ኣብ መሬት፡ መንደቕ፡ መስኮት ወይ ናሕሲ ጉድኣት ምፍጣር፡ ካብ ኣካራይ ኣቐዲሙ ብጽሑፍ ፍቓድ ከይረኽብካ። እቲ ዝተበህለ ፍቓድ ኣካራይ ብዘይምኽንያት ክዕገት ይብሉን።

ቀ. እቲ ክራይ ኣብ ዝውድኣሉ ወይ ብኣግኡ ኣብ ዝቋረጸሉ እዋን ነቲ ቦታ ምግዳፍ።

## 4. ዋና ገዛ በዚ ዝስዕብ ምስ ተኸራያይ ይሰማማዕ፤

ሀ. ኩሉ ናይ ሕጂን መጻእን ግብረታት፡ ከምኡ'ውን ኣብቲ ቀጽሪ ክኸፈል ዝኸእል ናይ መዘጋጃቤት ደረጃታት ምኽፋል፤ ከምኡ'ውን ቅድሚ ምጅማር ክራይ ኩሉ ዘይተኸፍለ ናይ ሓይሊ ኤሌክትሪክ፡ ከምኡ'ውን ናይ ማይ ሕሰብ ምኽፋል።

ለ. እዚ ዓንቀጽ እዚ ብሸለልትነት ወይ ኮነ ኢልካ ብተኸራያይ ወይ ወከልቶም ንዝበጽሑ ዝኾነ ይኹን ጉድኣት ኩሉ ግዜ ዘይምልከት እንተኾይኑ፤ ደጋዊ ሸነኽ ናይቲ ቀጽሪ ኩሉ ግዜ ኣብ ጽቡቕ ጽገናን ኩነታትን ምሕላው።

(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.

(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.

ሐ. ኣብዚ ስምምዕ ዝተገለፀ ክራይ ገዛ ክሰብ ዝኽፈልን ተኸራያይ ኣብዚ ተዘርዚሮም ዘለዉ ቅድመ ኩነታት ብግቡእ ክሰብ ዝኽተልን፣ ተኸራያይ ብዘይ ዝኾነ ይኹን ምዝንባዕ ብዋና ገዛ ወይ ብዝኾነ ብሕጋዊ መንገዱ ከም ዝሰርሕ ዝዛረብ ሰብ ስቕ ኢሉን ሰላማውን ምውናንን እቲ ቀፅሪ ከስተማቕር ንምፍቃድ ወኪሉን/ወይ ሰራሕተኛታቱን።

መ. ንተኸራያይ ቅዳሕ ናይቲ ምሉእ ብምሉእ ዝተፈረመ ናይ ክራይ ውዕል ንምሃብ።

**5. ኩሉ ግዜ ዝቕርብን በዚ ድማ ብኽልቲኡ ወገናት ከምዚ ዝስዕብ ተሰማማዖም ኣለዉ**

ሀ. እቲ ክራይ ገዛ ወይ ዝኾነ ክፋሉ ካብቲ ክራይ ክኽፈል ዝግብኦ ዕለት ጀመሩ ንሰለስተ ወርሒ (3 ወርሒ) ዕዳ እንተኾይኑ ወይ ድማ ብተኸራያይ ካብዚ ስምምዕ ካብ ዘለዉ ቅድመ ኩነታት ዝኾነ ይኹን ምጥሓስ እንተሃልዩ ሽዑ፣ ኣብ ዝኾነ ከምዚ ዝበለ ኩነታት ኣካራይ ዳግማይ ናብቲ ቀፅሪ ኣትዩ ብዘይ ምፍላጥ ነቲ ክራይ ከቋርፅ ሕጋዊ ይኸውን። ኣካራይ ብተወሳኺ ብመሰረት ሕጊ ዝተቐመጡ ካልኣት መሰላት ከተግብር ይኽእል።

ለ. ዝኾነ ይኹን ምምሕያሽ ናይቲ ዝተሰማምዑሉ ክራይ ብጽሑፍ ይወሃብ። ዝኾነ ይኹን ብመሰረት እዚ ስምምዕ ዝወሃብ ምልክታ ኣብቲ ብተኸራያይ ዝሃበ ኣድራሻ ወይ ኣብቲ ቀፅሪ እንተተገዳፉ እኹል ከምዝተዋህበ ይቐፀር።

ሐ. ዝኾነ ይኹን ብመሰረት እዚ ስምምዕ ዝወሃብ ምልክታ ብጽሑፍ ክኸውንን ብጽሑፍ ናብ፤

ዋና ገዛ፡- \_\_\_\_\_  
\_\_\_\_\_  
(ኣድራሻ)

እቲ ተኸራያይ፡- \_\_\_\_\_  
\_\_\_\_\_  
(ኣድራሻ)

**6. ኣመሓዳሪ ሕግን ኣፈታትሓ ዘይምርድዳእን**

ሀ. እዚ ስምምዕ እዚ ብመሰረት ሕግታት ኡጋንዳ እዩ ዝቕርጎም።

ለ. ንኣፈፃፀማ ወይ ኣተገባብራ እዚ ስምምዕነት ዝምልከት ዝኾነ ይኹን ክርክር፣ ክትዕ ወይ ክሲ እንተተላዒሉ ብፍትሓውን ብስምምዕነትን ይፍታሕ።

ሐ. እቲ ክርክር ኣብ ውሽጢ ሰላሳ (30) መዓልታት ድሕሪ ምቕባል ናይቲ ክልል ወገን ከምዚ ዝኣመሰለ ፍትሓውን ስምምዕ ዘለዎን ፍታሕ ሕቶ ክፍታሕ እንተዘይከኢሉ፣ ተኸታዕቲ ወገናት ነቲ ክርክር ናብ ሽምግልና የቕርብዎ።

መ. እቲ ሽምግልና ኣብ ቅድሚ ኣብ መንበር ቤት ምኽሪ ከበቢ ናይቲ ቀጽሪ ዝርከበሉ ከበቢ ይካየድ።

ሠ. ፍትሓውን ተሰማማዒን ስምምዕ ኣብ ዘይተበጽሐሉ እዋን፣ ተኸታዕቲ ወገናት ንፍታሕ ዘይምርድዳእ ናብ ኣብያተ ፍርድ ክምለሱ ይኽእሉ።

**7. ምቁራጽ**

ሀ. እቲ ክራይ ከቋረጽ ዝኽእል ሓደ ወገን ነቲ ክልል \_\_\_\_\_ ሰሙን/ወርሒ(ታት) ነቲ ክራይ ከቋርጾ ድሌት ከምዘለዎ ብጽሑፍ ምልክታ ብምሃብ እዩ።

(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/ዋና ገዛ

NAME/ሽም

In the presence of/አብ ቅድሚ

WITNESS/ምስክር

NAME/ሽም

TENANT/እቲ ተኝራያይ

NAME/ሽም

In the presence of/አብ ቅድሚ

WITNESS/ምስክር

NAME/ሽም

All in the presence of/ኩሉ አብ ቅድሚ

WITNESS/ምስክር

NAME/ሽም

**ለ.** ዝኾነ ይኹን ምጥሓስ ክፋል ወይ ኩሉ ናይዚ ስምምዕነት ነቲ ዝተጎድኡ ወገን ነቲ ስምምዕ ክቋርጹ መሰል ይህበ፤ ተመሳሳሊ ድማ ነቲ ክልእ ወገን ብጽሑፍ ይሕበር።

## 8. ምምሕያሻት/ምልውዋጥ

**ሀ.** ዝኾነ ይኹን ምምሕያሻ/ፍልልይ ኣብዚ ስምምዕ ብጽሑፍን ብክልቲኡ ወገናት ዝተሰማምዑሉን ክኾውን ኣለዎ።

ነዚ ንምምስክር ድማ ተኝታዕቲ ኣብዚ ኣብ ላዕሊ ዝተጠቐሰ መዓልቲ ወርሕን ዓመትን ፈረምም ኣለዉ።

ብተወዓልቲ ዝተፈረመ፤

SIGNATURE/ክታም

SIGNATURE/ክታም

SIGNATURE/ክታም

SIGNATURE/ክታም

SIGNATURE/ክታም