



عقد إيجار

TENANCY CONTRACT

This contract is a documented contract and a writ of execution under the Council of Ministers' resolution

no. (131) dated 3/4/1435H

1 Contract Data

بيانات العقد

Contract Type:	نوع العقد:	Contract No.:	رقم سجل العقد:
Contract Sealing Location:	مكان إبرام العقد:	Contract Sealing Date:	تاريخ إبرام العقد:
Tenancy End Date:	تاريخ نهاية مدّة الإيجار:	Tenancy Start Date:	تاريخ بداية مدّة الإيجار:

2 Lessor Data

بيانات المؤجر

Name:	الاسم:		
ID Type:	نوع الهوية:	Nationality:	الجنسية:
ID Copy:	نسخة الهوية:	ID No.:	رقم الهوية:
Email:	البريد الإلكتروني:	Mobile No.:	رقم الجوال:

3 Tenant Data

بيانات المستأجر

Name: الاسم:

ID Type: نوع الهوية: Nationality: الجنسية:

ID Copy: نسخة الهوية: ID No.: رقم الهوية:

Email: البريد الإلكتروني: Mobile No.: رقم الجوال:

4 Tenant Representative Data بيانات مُمَثِّل المستأجر

The tenant is represented by himself. المستأجر مُمَثَّل بنفسه.

5 Brokerage Entity and Broker بيانات المنشأة العقارية والوسيط

Data

Brokerage Entity Name: اسم المنشأة العقارية:

Brokerage Entity Address: عنوان المنشأة العقارية:

Landline No.: رقم الهاتف: CR No.: رقم السجل التجاري:

Fax No.: رقم الفاكس:

Broker Name: اسم الوسيط:

ID Type: نوع الهوية: Nationality: الجنسية:

ID Copy: نسخة الهوية: ID No.: رقم الهوية:

Email: البريد الإلكتروني: Mobile No.: رقم الجوال:

6 Title Deeds Data

بيانات صكوك التملك

Issuer: جهة الإصدار: Title Deed No.: رقم الصك:

Place of Issue: مكان الإصدار: Issue Date: تاريخ الإصدار:

7 Property Data

بيانات العقار

National Address: العنوان الوطني:

Property Usage: نوع استخدام العقار: Property Type: نوع بناء العقار:

Number of Units: عدد الوحدات: Number of Floors: عدد الأدوار:

Number of Parking Lots: عدد المواقف: Number of Elevators: عدد المصاعد:

Note: Property features are listed here automatically according to property data recorded in Ejar.

(Example: Swimming pool: 2 / Gym: 1 / Security: Yes / Delivery service: No / Laundromat: 1 / etc.)

8 Rental Units Data

بيانات الوحدات الإيجارية

Unit No.: رقم الوحدة: Unit Type: نوع الوحدة:

Floor No.: رقم الدور: Furnished: مؤثثة:

Kitchen Cabinets Installed: خزائن مطبخ مركبة: Furnishing Status: حالة التأثيث:

Number: العدد: Room Type: نوع الغرفة:

Number: العدد: AC Type: نوع التكييف:

Current Reading: القراءه الحاليه: Electricity Meter No.: رقم عدد الكهرباء:

Note: This line is shown when choosing to pay the bill only if the meter is not shared with any rental unit other than those mentioned in this clause. Otherwise, the following line appears:

A fixed amount shall be paid for the electricity service of this rental unit, as described in clause (10) of this contract.

Current Reading: القراءه الحاليه: Water Meter No.: رقم عدد المياه:

Note: This line is shown when choosing to pay the bill only if the meter is not shared with any rental unit other than those mentioned in this clause. Otherwise, the following line appears:

A fixed amount shall be paid for the water service of this rental unit, as described in clause (10) of this contract.

Current Reading: القراءه الحاليه: Gas Meter No.: رقم عدد الغاز:

Note: This line is shown when choosing to pay the bill only if the meter is not shared with any rental unit other than those mentioned in this clause. Otherwise, the following line appears:

A fixed amount shall be paid for the gas service of this rental unit, as described in clause (10) of this contract.

9 Sublease

التأجير من الباطن

The tenant (shall/ shall not) be entitled to lease the rental units specified in clause (8) of this contract to third parties.

10 Financial Data

البيانات الماليه

Brokerage Fee (Not included in total contract amount):

أجره السعي (لا تدخل ضمن القيمة الإجماليه لعقد الإيجار):

Security Deposit (Not included in total contract amount): مبلغ الضمان (لا يدخل ضمن القيمة الإجمالية لعقد الإيجار):

Gas Annual Amount: الأجرة السنوية للغاز: Electricity Annual Amount: الأجرة السنوية للكهرباء:

Parking Annual Amount: الأجرة السنوية للمواقف: Water Annual Amount: الأجرة السنوية للمياه:

Parking Lots Rented: عدد المواقف المستأجرة: Annual Rent: القيمة السنوية للإيجار:

Rent Payment Period: دورة سداد الإيجار: Regular Rent Payment: دفعة الإيجار الدورية:

Number of Rent Payments: عدد دفعات الإيجار: Last Rent Payment: دفعة الإيجار الأخيرة:

Total Contract Amount: إجمالي قيمة العقد:

11 Rent Payments Schedule

جدول سداد الدفوعات

القيمة	تاريخ الاستحقاق	تاريخ الإصدار (هـ)	تاريخ الاستحقاق	تاريخ الإصدار	الرقم
Amount	Due Date (AH)	Issue Date (AH)	Due Date (AD)	Issue Date (AD)	Sequence No.

Note: Details of all payments are given in this section with the details of each payment provided are in a separate line.

12 Obligations by Parties

التزامات الأطراف

Article (1): Data Preceding the Obligations of the Parties

Data preceding the obligations of the parties specified in clauses (1-11) shall be an integral part of this contract and complementary to its provision.

Article (2): Subject Matter of the Contract

The lessor and the tenant hereby agree to lease the rental units specified in clause (8) in accordance with the terms, conditions and obligations stipulated herein, and the tenant acknowledges their inspection of the rental units, their acceptance of the contract according to the said descriptions, and that said rental units are habitable.

Article (3): Tenancy

3.1 The tenancy of this contract is () days starting from the date of // H, corresponding to // AD, and ending on // H, corresponding to // AD. In the event of a discrepancy between the Hijri and Gregorian dates, the Gregorian date shall apply to all the clauses of the contract.

3.2 The tenancy shall expire with the expiration of the contract duration. If the parties wish to renew the contract, a new contract shall be written to be agreed upon by the parties.

3.3 The tenancy shall be automatically renewed for a similar duration unless one of the parties notifies the other party of their wish to terminate the contract (60) days before the tenancy end date.

Note: The parties agree to choose either paragraph 3.2 or 3.3.

Article (4): Payment

The total value of the Contract is Saudi Riyals, which the tenant is obliged to pay to the lessor as stated in clause (11) of this Contract.

Article (5): Tenant's Obligations

5.1 The Tenant must pay the rent on the agreed dates.

5.2 Using the rental unit for the purpose allocated to it, which is housing.

5.3 Not to undertake any action that results in a change to the rental unit before obtaining the written consent of the lessor or their agent.

5.4 The Tenant is not permitted to prevent the Lessor from carrying out urgent repairs that are necessary to preserve the rental units after the Lessor has submitted proof of the need for this procedure under a report from the competent authorities.

5.5 Delivering the rental units to the lessor upon the end of the tenancy of this contract in the condition received by the tenant and not renewing the contract.

5.6 Abstaining from removing improvements, immovable and immovable decorations, or any additions to the rental units by the Tenant without obtaining the written consent of the Lessor or their agent.

5.7 The Tenant must pay the electricity and gas bills of to the rental units described during the duration of this Contract or periodically pay the Lessor a fixed amount for such services, as agreed by the Parties.

5.8 The Tenant undertakes to use the rental units, which are the subject matter of this Contract, as normally used and in accordance with the laws, customs and traditions in force in the Kingdom of Saudi Arabia, and Tenant shall not not engage in or allow others to perform any acts contrary to Islamic Shariah or public morals. The Tenant alone shall be subject to all the penalties that may be imposed on them by the competent authorities.

5.9 The Tenant undertakes to preserve the common parts of the property containing the rental units and to use them properly.

Article (6): Lessor's Obligations

6.1 The lessor undertakes to pay the periodic maintenance expenses that are necessary to preserve the rental units.

6.2 During the tenancy, the lessor shall be responsible for the maintenance of the property in relation to what affects the safety of the building or anything the cause of which was unapparent to the tenant upon renting the property. The Lessor shall also be responsible for repairing any damage or malfunction that affects the tenant's receipt of the intended benefit, and this includes the following examples without limitation:

6.2.1 Water infiltration into walls or ceilings, unless this is caused by defects in external water pipes, or misuse by the tenant.

6.2.2 Sagging ceilings or substantial cracks in the building that affect the safety of the building, unless caused by the tenant.

6.3 Except for the maintenance works referred to in 6.2 above, the tenant shall bear all maintenance costs and usual repairs resulting from the utilization of the rental units.

6.4 The lessor must comply with any service fees that may be imposed on the rental units by the competent authorities.

6.5 If the ownership of the property and rental units is transferred to another owner, the tenant's contract shall not be terminated until its duration expires.

6.6 The lessor undertakes to maintain the common parts of the property containing the rental units in terms of cleanliness, usability, and utilization.

Article (7): Termination of the Contract

The contract shall be terminated automatically without the need for a warning or a judicial decision if the lessor or tenant breaches any of their obligations under this contract after the breaching party has been warned by the aggrieved party in writing. If the party who was warned does not comply, within (15) fifteen days from the date of warning, with performing their obligations, or with eliminating the damage caused by them, the aggrieved party shall be entitled to terminate this contract.

Article (8): Expiration of the Contract

8.1 This contract shall be considered expired in the following cases:

8.1.1 If there is a proof that the property is a ramshackle property under a report approved by a competent government authority.

8.1.2 If government decisions require the amendment of building laws, thereby resulting in the inability to use the rental units.

8.1.3 If the State owns the property or part thereof, thereby rendering rental units unusable.

8.1.4 Force majeure.

8.2 Such expiration shall result in the following:

8.2.1 The tenant shall deliver the rental units within (30) thirty days from the date of the occurrence of what dictates the expiration of the contract.

8.2.2 The Lessor shall return the remainder of the rent paid for the remaining period upon the Tenant's evacuation of the rental units.

Article (9): Delivery of Rental Units

The Tenant shall deliver the rental units upon the end and non-renewal or upon the termination or expiration of the tenancy contract. Delivery must only be regarded after signing the delivery form by the Tenant and the Lessor. If the Tenant unduly keeps the rental units under their possession, the Tenant shall pay the Lessor an amount of () as a daily rent.

Article (10): Dispute Settlement Costs

All expenses and fees arising from delinquency by either party in relation to the payment of installments or maintenance expenses or the removal of damage arising therefrom must be deemed to be part of their original obligations and the delinquent party undertakes to pay them.

Article (11): Validity of the Contract

11.1 This contract shall enter into force from the date of being signed, shall be binding on the parties, and shall be renewed in accordance with the provisions of Article (3) of Obligations by Parties herein.

11.2 The lapse of any provision or text herein shall not affect the validity of the remaining stipulated provisions and conditions unless the lapsed provision or text is directly and indivisibly related to the provisions or conditions in force in this Contract.

Article (12): Evacuation

Rental units shall be evacuated before the end of the Contract at the request of the lessor in the following cases:

12.1 If the Tenant delays payment of the rent or part thereof within thirty (30) days from the Lessor's notice of payment unless the parties agree otherwise in writing.

12.2 If the tenant leases the rental units or a part thereof while not entitled to do so, as stated in clause (9) of this contract.

12.3 If the tenant uses or permits others to use the rental units for illegal or unethical activities.

12.4 If the Tenant makes changes that endanger the safety of the Property in such a way that it cannot return to its original condition; if the Tenant causes damage to the Property intentionally; if the Tenant grossly neglects to take the proper precautionary measures; or if the Tenant allows others to cause such damage.

12.5 If the Tenant uses the property for purposes other than those for which the property was leased or if the property is used in violation of the regulations related to the planning, construction and use of lands.

12.6 If the Tenant fails to observe the legal obligations or the conditions of the tenancy contract within (30) thirty days from the date of the Lessor's notice to the Tenant to observe such obligations or conditions.

Article (13): Dispute Resolution

In the event of a dispute between the parties concerning the interpretation or implementation of this contract or any of its provisions, the parties may resolve it amicably within (15) fifteen days of the dispute.

Article (14): Official Address and Correspondence

All addresses, correspondence, notices, letters, statements and notifications addressed by one party to the other or to governmental or judicial authorities must be in Arabic and shall be deemed delivered if sent to the national address, by registered mail or express mail service, by fax or by telephone, by hand against a receipt at the address indicated next to the name indicated in the preamble of the contract, by the internet, or by any recognized lawful means.

Article (15): Copies of the Contract

This contract is issued as an identical electronic copy for each of the broker, lessor, and tenant and is signed electronically by the parties to the contract. Each party has received their copy electronically to act upon. The

Ministry of Municipal Rural Affairs & Housing (The Housing Sector) may exchange data of this contract with relevant authorities, rating agencies, and authorities concerned with credit information.

Article (16): Additional Conditions

Unavailable.

13 Appendix

الملحق

The following table indicates what is intended by some of the fields in this contract:

Field No.	Field	Clarification
	Contract Type	The tenancy contract type is one of the following: <ol style="list-style-type: none">1. New.2. Renewed.
	Contract Sealing Date	This field indicates the date of authenticating the tenancy contract by parties.
	Contract Sealing Location	This field indicates the name of the city where the property is located.
	Lessor	The lessor is an individual with one of the following two conditions: <ol style="list-style-type: none">1. Being represented by himself.2. Being an agent under a power of attorney.

3	Tenant	The tenant may be an individual, an establishment, or a company.
4	Tenant Representative	The tenant's representative is an individual with one of the following two conditions: <ol style="list-style-type: none"> 1. The tenant is the same person (i.e. the tenant is represented by himself) 2. An agent under a power of attorney.
7	Property type	The property type is one of the following: <ol style="list-style-type: none"> 1. A building. 2. A villa.
7	Property Usage	The type of property usage shall be one of the following: <ol style="list-style-type: none"> 1. Residential - Household. 2. Residential - individuals.
8	Unit Type	The type of rental unit shall be one of the following: <ol style="list-style-type: none"> 1. A villa. 2. An apartment. 3. A duplex apartment. 4. A small apartment (studio). 5. An annex.
8	Unit No.	This field shows the rental unit number registered in Ejar.
8	Unit Age	This field shows the estimated life of the rental unit in years.
8	Furnished	This field shows whether the rental unit is furnished or not.

8	Furnishing Status	The furnishing status of the rental unit (if furnished) shall be one of the following: 1. New. 2. Used.
8	Kitchen Cabinets Installed	This field shows whether the kitchen cabinets are installed or not.
10	Brokerage Fee	This field indicates the amount of brokerage fee to be paid by the tenant, if any. This fee is not included in the total contract amount.
10	Security Deposit	This field indicates the amount of the security deposit to be paid by the tenant, if any. This amount is not included in the total contract amount.
10	Electricity Annual Amount	This field indicates the annual electricity amount to be paid by the tenant, if any. This amount is to be implicitly paid with rent payments.
10	Water Annual Amount	This field indicates the annual water amount to be paid by the tenant, if any. This amount is to be implicitly paid with rent payments.

10	Gas Annual Amount	This field indicates the annual gas amount to be paid by the tenant, if any. This amount is to be implicitly paid with rent payments.
10	Parking Annual Amount	This field indicates the annual parking amount to be paid by the tenant, if any. This amount is to be implicitly paid with rent payments.
10	Annual Rent	This field indicates the value of the annual rent agreed upon by the lessor and tenant.
10	Rent Payment Period	This field shows the periodicity of payments, which is one of the following: <ol style="list-style-type: none"> 1. Monthly. 2. Quarterly. 3. Semi-annual. 4. Annual.
10	Number of Rent Payments	This field indicates the number of payments to be made during the duration of the contract according to the selected rent payment period.
10	Regular Rent Payment	This field indicates the amount of the regular rent payment to be made except for the last payment.

10	Last Rent Payment	This field shows the amount of the last rent payment to be paid.
10	Total Contract Amount	<p>This field indicates the total financial amount to be paid during the duration of the contract, and such an amount includes the following:</p> <ol style="list-style-type: none"> 1. Annual rent multiplied by tenancy period 2. Electricity annual amount, if any, multiplied by tenancy period 3. Water annual amount, if any, multiplied by tenancy period 4. Gas annual amount, if any, multiplied by tenancy period 5. Parking annual amount, if any, multiplied by tenancy period