



Angkor Oasis Condominium

Tenancy Agreement

Sala Kanseng Village,
Svay Dangcum Commune,
Sangkat II, Siem Reap.

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Part 1 - Schedule

Item 1: Tenant's name

Address for service

Telephone number

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Facsimile Number

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Item 2: Lessor's Agent

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Address for service

Telephone number

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Facsimile Number

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Item 3: The Premises –
(a) Unit number

(b) inclusions

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Insert inclusions, for example, furniture etc. Attach list if necessary.

Item 4: The term of the agreement is

For a fixed term agreement, insert the term. E.g. 1 year or 1 month etc.

Starting on

and ending on

For continuation of tenancy, see clause 3.

Item 5:

Rent per month (including 10% VAT) plus

See clause 5.1

per month for optional services.

Item 6:

Rent and electricity must day of each

Insert day. See clause 5.2.

Item 7:

Rental Bond

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Item 8: The tenant must pay the charges for the following services supplied to the premises -

(a) electricity

Write 'yes' or 'no'

Item 9: Number of persons normally living on the premises

Insert number. See clause 11

Item 10: (a) Pets approved Write 'yes' or 'no'. See clause 12.1

(b) Only the following pet types or numbers may be kept -



Part 2 – Introduction

1 Residential Tenancy Agreement

- 1.1 The conditions stated herein govern the tenancy agreement between the owner or manager of **Angkor Oasis Condominium** and the tenant named in item 1, Part 1.
- 1.2 All other terms of this agreement (“**special terms**”) are set out in part 9 of this agreement.
- 1.3 A standard term overrides a special term if they are inconsistent.

Part 3 – Period of tenancy

2 Start of tenancy

- 2.1 The tenancy starts on the day stated in item 5.

3 Term of Agreement

- 3.1 If a fixed term is entered at item 4 (e.g. 1 year or 6 months etc) the tenant and the lessor will be bound by the terms of this agreement (including the rent stated at item 6) for the period specified.
- 3.2 At the end of the term stated in item 4 (if a fixed term agreement), this agreement will continue on a “month to month” basis unless another fixed term agreement is signed or unless agreed otherwise in writing by the tenant and Lessor.
- 3.3 If this is a “month to month” agreement (as entered at item 4) the terms of this agreement apply only for one month.

4 Cost may apply to early ending of fixed term agreement.

- 4.1 If this is a fixed term agreement and the tenant terminates it before the end of the term stated at item 4, the Lessor is entitled to retain the bond to help cover the loss of income during the period until the unit is re-let.

Note: The lessor has a general duty to mitigate (avoid or reduce) loss or expense if the tenancy is terminated early where the tenancy is a fixed term agreement.

Part 4 – Rent

5 When and where rent must be paid

- 5.1 The tenant must pay the rent stated in item 5.
- 5.2 The rent must be paid at the time stated in item 6.
- 5.3 The electricity must be paid at the time stated in item 6.

6 Rent in advance

- 6.1 The tenant shall pay the rent stated at item 5 at least one month in advance, on the 1st day of each rental period stated in item 6.

7 Rent increases

- 7.1 If the lessor proposes to increase the rent, the lessor must give written notice of the proposal to the tenant.
- 7.2 The notice must state the amount of the increased rent and the day from when it is payable.
- 7.3 The day stated must not be earlier than 2 months after the notice is given.
- 7.4 The increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- 7.5 The rent cannot be increased during the term of a fixed term agreement.

Part 5 – Rental bond

8 Rental bond required

- 8.1 The tenant must, when the tenant signs this agreement, pay any rental and electricity bond stated in item 7 to the lessor or the lessor’s agent.
- 8.2 The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example: The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy, or if the tenant fails to complete the term in the case of a fixed term agreement, or if the tenant fails to give 1 month notice before leaving.

Part 6 – Rights and obligations concerning the premises during tenancy

Division 1 – Occupation and use of premises

9 Vacant possession and quiet enjoyment

- 9.1 The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- 9.2 The lessor or lessor’s agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

10 Tenant’s use of premises

- 10.1 Angkor Oasis is primarily a residential complex. The tenant may use the premises only as a place of residence or mainly as a place of residence or for some other use allowed under a special term.
- 10.2 The tenant must not –
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or
 - (c) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

Examples of things that may constitute a nuisance:

- allowing pets to cause a nuisance to other tenants
- Playing music at a level that causes annoyance to other tenants

11 Number of occupants allowed

- 11.1 No more than the number of persons stated in item 9 may reside in the premises, unless agreed in writing by the lessor.

- 11.2 The above clause is not intended to prevent guests and visitors from temporarily staying with the tenant, but in such case the tenant must ensure that such visitors do not unreasonably cause a nuisance or disturb the enjoyment of the amenities by other permanent tenants.

12 Pets

- 12.1 The tenant may keep pets on the premises only if item 10(a) states that pets are approved.
- 12.2 If item 10(a) states that pets are approved and item 10(b) states that only –
 - (a) a particular type of pet may be kept, only that type may be kept; or

- (b) a particular number of pets may be kept, only that number may be kept; or
- (a) a particular number of a particular type of pet may be kept, only that number of the type may be kept.

12.3 Tenants must ensure that their pets do not cause a nuisance to other tenants.

Division 2 – Standard of premises

13 Tenant's obligations

- 13.1 The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- 13.2 The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.
- 13.3 The lessor may establish rules designed to preserve for all tenants, the enjoyment of the common areas such as the pool and bar.
- 13.4 The tenant must obey such rules of the pool and bar area, in order to allow free and quiet enjoyment of the amenities by the other tenants.
- 13.5 The tenant may invite guests who may accompany residents whilst using the pool and bar areas. The tenant must ensure that guests at all times act in a manner that does not unreasonably disturb the other tenants' enjoyment of the amenities.
- 13.6 Tenants' cars or other vehicles must be parked in the areas provided, and must not be parked in areas that impede or hinder the movement of other vehicles and people in the complex.
- 13.7 The tenant must not hang or allow laundry etc to be hung on the balconies or from the balcony rails facing the pool area, such that it causes the complex to look untidy or unkempt.

Part 7 – Restrictions on transfer or subletting by tenant

14 General

- 14.1 The tenant must not transfer all or a part of the tenant's interest under this agreement, or sublet the premises, without the express written permission of the lessor.

Part 8 – When agreement ends

15 Termination

- 15.1 If the either party wishes to terminate this agreement, he must give no less than 30 days notice of his intention to do so, in writing to the other party.
- 15.2 If the tenant vacates the premises having given less than 30 days notice, the 30 days notice period will be deemed to have started on the date the tenant vacated the unit. In such case, the lessor shall have the right to deduct from the bond deposit, an amount equivalent to rent for such 30 days notice period.
- 15.3 This agreement terminates only if –
 - (a) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on the day stated in the notice (the "**handover day**") or later; or
 - (b) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant abandons the premises.

16 Condition premises must be left in

- 16.1 At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear:

Wear that happens during normal use, or changes that happen with aging.

Part 9 - Special Terms

Insert any special terms here. See Clause 1.1.



Signed by the lessor/lessor's agent

Name of lessor

Signature of lessor or agent

on the day of

Signed by the tenant

Name of tenant

Signature of tenant

on the day of

Notice of intention to Vacate



Angkor Oasis Condominium

In accordance with clause 15.1 of the tenancy agreement, I hereby give notice of my intention to vacate Unit number _____ at Angkor Oasis Condominium.

I will return all keys on _____ / _____ / _____ and vacate the unit on or before that date.

Signed(Tenant)

Date.....

Signed.....(Lessor or agent)

Date.....

