**RESIDENTIAL LEASE OF PROPERTY IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE (“DIFC”)**

This agreement is intended to create a residential lease (the “**Lease**”) defined as a Residential Lease under the DIFC Law No. 3 of 2019 and Regulations (the “**DIFC Leasing Law and Regulations)** in respect of the residential premises described below (the “**Premises**”)and is made on the [date] day of [month] [20\_\_\_]:

**BY and BETWEEN**

(1) the **Lessor**, the details of which are specified in the below particulars of the Lease; and

(2) the **Lessee**, the details of which are specified in the below particulars of the Lease;

 (The Lessor and the Lessee are also referred to individually as a “**Party**” and collectively as the “**Parties**”).

|  |
| --- |
| **The Particulars**  |
| Name, Address, and Contact Details of the Lessor:  |  |
| Name, Address, and Contact Details of the Lessee: |  |
| Term of the Lease: | From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Lease Term**”) |
| Address of the Premises:  | [ ]  |
| Description of the Premises: | apartment/villa no. of bedrooms[ ] |
| Rent: | AED [ ] [per annum/ or specify other period]  |
| Rent payment dates:  |  |
| Security Deposit (if applicable): | AED [ ]/Not Applicable  |
| Condition Report provided by Lessor | Yes [ ] No [ ] |

**WHEREAS**,The Parties wish to enter into this Lease in respect of the Premises, as more fully identified in the Particulars and Lease Plan attached (where provided) in accordance with the terms and conditions contained herein.

**NOW THEREFORE**, it is hereby agreed as follows:

1. **Definitions and Interpretation**

This Lease is subject to the provisions of the DIFC Leasing Lawand Regulations and any other real property laws or regulations applicable to real property in the DIFC (the “**Laws**”). Capitalised terms used in the Lease, unless otherwise defined herein, have the same meaning as set out in the Laws. Any term or condition inserted in this Lease which conflicts with the Laws shall be considered invalid.

1. **Terms and Conditions**
	1. The Lessor lets and the Lessee takes the Premises for the Lease Term, at the Rent payable (at the times and manner) as set out above.
	2. The Lessor shall ensure that at the start of the Lease Term the Premises is vacant and in a clean condition.
	3. The Lessee shall pay the Rent at all times on the dates specified in this Lease.
	4. The Lessee shall only use the Premises as a residential dwelling for use by the Lessee during the Lease Term.
	5. The Lessee shall ensure that the Premises are maintained and in good repair during the Lease Term.
	6. The Lessee shall keep the Premises clean and tidy throughout the Lease Term and take reasonable care to avoid damaging the Premises and any common areas connected thereto and make good all damages and breakages to the Premises to the reasonable satisfaction of the Lessor.
	7. The Lessee shall not make any alteration, addition or renovations to the Premises without the prior consent of the Lessor.
	8. The Lessee shall not use the Premises and any common areas connected thereto in any manner that may cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.
	9. The Lessee shall return the Premises to the Lessor at the end of the Lease Term in the same condition as at the start of the Lease Term (fair wear and tear excepted), unless otherwise specified in this Lease. Furthermore the Lessee shall leave any furniture and effects at the Premises provided by the Lessor in the rooms or places in which they were at the beginning of the Lease Term.
	10. The Parties shall fully comply with Master Community Declaration available at DIFC.ae (the ‘DIFC Website”) and all rules, regulations and instructions related to the management of the building, the Premises, and any common areas thereto, as issued by the building’s body corporate from time to time.
	11. The Lessee shall permit access to the Premises to the Lessor in accordance with the provisions of the Laws.
	12. The Lessee must not keep any birds or animals at the Premises without the consent of the Lessor.
	13. The Lessee acknowledges that the Lessor’s insurance does not cover the Lessee’s possessions and the Lessee is at liberty to insure such possessions at the Lessee’s own cost.
	14. The Lessee must not fit or use any appliances using dangerous or inflammable goods, materials or substances in or on the Premises apart from those required for general household use.
	15. The Lessee shall promptly inform the Lessor on receipt of any notice served by a local authority with regards to the Premises and send such notice to the Lessor within five (5) calendar days of receipt.
	16. The Lessor shall give the Lessee written notice of a proposed increase in Rent for a new lease term at least ninety (90) calendar days prior to the expiry date of this Lease. In the event of failure to provide such notice the Lessor shall be prohibited from increasing the Rent.
	17. The Lessee shall not assign, sublet, part with or share possession of the whole or any part of the Premises without the prior written consent of the Lessor.
	18. The Lessee shall before or on the final day of the Lease Term deliver to the Lessor any access cards or keys that were provided to the Lessee at the beginning of the Lease Term.
	19. The Lessor undertakes to register the Lease in the Real Property Register and pay the Lease registration fees, in accordance with the Laws.
	20. In the event of the collection of a Security Deposit the Lessor shall ensure that it is paid into the Tenancy Deposit Scheme administered by the Registrar of Real Property within thirty (30) days of receipt of the same.
	21. The Lessee has the right to occupy the Premises without interruption or interference from the Lessor or any person claiming through or under in trust for the Lessor.
	22. No amendment to this Lease shall be valid unless it is agreed in writing by the Parties.
	23. The invalidity, illegality or unenforceability of any provisions of this Lease shall not affect the continuation in force of the remainder of this Lease.
	24. This Lease shall be governed and construed in accordance with the laws of the DIFC and the Lessor and Lessee shall submit to the exclusive jurisdiction of the Leasing Tribunal (part of the Small Claims Tribunal of the DIFC Courts) if there is any dispute that arises in connection with this Residential Lease.
2. **Additional Terms**

3.1 The Parties agree to the following additional terms to the Lease, which shall form an integral part of the Lease except in the event of any conflict with the above provisions where such additional term will be considered invalid[[1]](#footnote-1):

|  |  |
| --- | --- |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |

**In witness whereof**, and intending to be legally bound hereby, the Parties have executed this Lease on the day and year first written above.

For and on behalf of the **Lessor:** For and on behalf of the **Lessee:**

**……………………………… …………………………..**

Name: Name:

Date: Date:

**SCHEDULE 1**

* + 1. **Lease Plan (Where provided)**
1. Please expand as necessary. All additional terms to be consistent with this Lease and the DIFC Leasing Law and Regulations. [↑](#footnote-ref-1)