

CHAPTER 182.

HOUSING.

Form of Letting Agreement.

REGULATIONS

made under section 55(1)(i) by the Central Housing and Planning Authority and approved by the Governor in Council on the 1st June, 1948.

Regs. 15 of 1948.

1. These regulations may be cited as the Housing (Form of Letting Agreement) Regulations.

2. The letting agreements between the Central Housing and Planning Authority and their tenants shall be in the form in the schedule or as near thereto as circumstances permit.

SCHEDULE.

BRITISH GULANA

THIS AGREEMENT made this ... day of ... in the year of Our Lord one thousand nine hundred and ... between THE CENTRAL HOUSING AND PLANNING AUTHORITY hereinafter called "the Landlord" of the One Part And ... of ... hereinafter called "the Tenant" (which expression shall include the person to whom is leased the premises hereinafter mentioned and the permitted assigns of the tenant and any other person in actual occupation of the premises with the consent of the tenant) WHEREBY it is agreed as follows—

1. The Landlord agrees to let and the tenant agrees to take as adwelling house the building and the curtilage numbered ... of ... Street at ... in the Ward of ... at the monthly rental of ... dollars payable in advance. The tenancy will commence on the ... day of ... 19

2. The rent is payable on the first day of each month to the Authorised Collector at his place of business; the first of such payments however as to the proportionate part thereof in respect of the current month shall be paid on the signing hereof. The Collector shall issue receipts in the form approved by the Landlord.

3. The tenant shall use the building for residential purposes only, except where otherwise specified,

4. No fires shall be kept in coal pots, stoves or other receptacles, nor shall the preparations and cooking of food be done, save in that portion of the building provided for use as a kitchen.

5. The Tenant shall keep the premises in a clean and wholesome state, and as often as may be necessary, cause every room in the building to be thoroughly cleansed and freed from vermin, to the satisfaction of the Landlord.

6. The Tenant shall cause every window and every fixture and fitting of wood, stone, or metal, and every painted surface in every room to be thoroughly cleansed with soap and water as often as may be requisite.

7. The Tenant shall provide a refuse bin of approved design in which all refuse shall be stored pending regular collection by the appropriate Authority. He shall maintain all open spaces free from litter and in an orderly condition.

8. Every drain, closet, sink and bath shall be kept in a good and sanitary condition, and any defect in any drain, closet, sink, bath, tap or pipe shall be immediately communicated to the Landlord.

9. The Tenant shall not deposit in any basin or sink in a water-closet, any acid or other Chemicals which might interfere with the action of or cause damage to the sewer pipes or Septic Tank, or any rag, cloth or other material which may cause a choke in the outlet, and shall carefully follow the instructions with regard to the proper manner of using the Sewerage System which connects with the Septic Tank.

10. The Tenant shall not without the prior consent of the Landlord cut down any tree growing on the rented premises save in the case of an emergency and in order to avoid a possible accident in which event he shall report the action taken within 24 hours to the Landlord.

11. The Tenant shall carefully safeguard the buildings against damage. In the event of wilful damage or of damage caused by the default of the tenant (excluding any damage due to reasonable wear and tear) he shall be liable for the cost of making good such damage. The Tenant shall not himself or by his agent, undertake the making good of any damage, however caused, but shall report the same to the Landlord who shall arrange for the necessary repairs to be carried out.

12. Any expenditure incurred in making good such damage as is mentioned in Clause 11 and certified as such by the Landlord shall be payable by the tenants within seven days of the communication thereof in writing to the tenant and the sum so certified may in the discretion of the Landlord be made payable by instalments. The sum or sums payable shall be added to the rent and be recoverable in the manner provided for the recovery of rent in arrear including the taking and seizure of the goods and chattels of the tenant as distress for arrears of rent; and where the sum so certified is payable by instalments and default shall be made in the payment of any one or more instalments the whole sum shall be immediately recoverable in the manner hereinabove expressed.

13. The Tenant shall not make or cause or permit to be made on the premises any excavation which may endanger the stability of the buildings or which may hold water, nor shall he, without the prior consent of the Landlord, remove from the premises or cause or permit to be removed, any earth, rock or gravel.

14. The Tenant shall not make, or cause or permit to be made, any alteration or addition whatsoever to the buildings, or the erection of any

additional building or other structure, or the enclosure of any verandah or gallery, and shall preserve the keys of the said buildings.

15. The Tenant shall not display, or cause or permit to be displayed on the premises, any advertisement or public notice without permission from the Landlord.

16. The Landlord shall be at liberty by its duly appointed servant or agent, who in common with other persons in the employ of the Central Housing and Planning Authority shall be supplied with the proper authority or identification mark of the Landlord, at any time between 7 a.m. and 6 p.m. during the existence of the tenancy agreement, to enter into and upon the rented premises for the purpose of inspecting the state and condition thereof.

17. The Tenant shall not assign, dispose of, underlet or part with the possession of entirety or any part of the rented premises without the previous consent in writing of the Landlord first had and obtained.

18. The Tenant will not suffer or occasion any annoyance to the occupiers of buildings in the locality, and will preserve the amenities of the said locality.

19. The tenancy may be terminated by either party to this agreement at any time serving upon the other fourteen days' notice in writing of intention to terminate the same.

Signed by
in the presence of }

Signed by
on behalf of the Landlord }

in the presence of:
