

NAJEMNA POGODBA ŠT. PO – 2023 – SAMPLE

ki se sklepa na podlagi določil Stanovanjskega zakona (Uradni list RS, št. 69/03) ter Obligacijskega zakonika (Uradni list RS, št. 83/01)

med: Tanja Majnik s.p., EMŠO: 1104970505338, D.Š. 22108262, ki jo po pooblastilu zastopa Gregor Majnik, EMŠO: 0102963500391, D.Š. 99125641, Alešovčeva 10, 1000 Ljubljana, Mobilni telefon: 041/838 202 Telefon: 01/5151770 v nadaljevanju NAJEMODAJALEC

in najemnikom - v nadaljevanju NAJEMNIK:

Porok:

za xxxxxxxx Room v nadaljevanju SOBO v študentskem stanovanju v souporabi na Povšetovi 65 v Ljubljani v nepremičnini št. 1177, K.O. 1731 UDMAT, ki je po kategorijah najemnih stanovanj razvrščeno v kategorijo profitnih stanovanj.

1. NAJEMNO OBDOBJE

Najemno razmerje se sklepa za določen čas, za obdobje od 15. x. 202x do 1x. x. 202x, ki se smatra za 5 mesečni najem.

2. NAJEMNINA

NAJEMNIK in NAJEMODAJALEC se dogovorita

- da je mesečne najemnina xxx € na sobo, pri najmanj 5 mesečnem najemu.
- da za obdobje krajše od 5 mesec se najemnina obračuna za 5 mesecev z dejanskimi stroški.

3. STROŠKI

NAJEMNIK in NAJEMODAJALEC se dogovorita, da so stroški ogrevanja in tople vode (mestni plin), plina oziroma elektrike za kuhanje, vode in kanalščine, odvoza smeti, stroške elektrike, optičnega internetnega priključka plačujejo neposredno (po delilniku dejanskih stroškov) dobaviteljem iz akontacije stroškov v višini xx€/sobo/mesec (skupaj xxx€), ki jo bo NAJEMNIK plačal v gotovini na prvi dan najemnega obdobja hišnem predstavniku.

NAJEMNIK in NAJEMODAJALEC se dogovorita, da znaša strošek končnega čiščenja sobe in skupnih prostorov xx€/sobo/najemno obdobje in ga NAJEMNIK poravnava skupaj s prvo najemnino.

4. PLAČILO

NAJEMNIK bo najemnino in znesek stroškov nakazoval do 15. v mesecu za prihodnji mesec na

5. VARŠČINA, AVANS in POROK

NAJEMNIK se strinja, da bo zagotovil EU poroka in ob podpisu pogodbe poravnal varščino višini ene najemnine in avans najemnin v višini dveh najemnin (za prvi in zadnji mesec najema). Če najemnik ne bo zagotoviti EU poroka bo ob podpisu pogodbe vplača dodatne tri avanse najemnin.

6. SPLOŠNI POGOJI

Pogodba vključuje prilogo "Splošni pogoji (Terms and conditions), ki je sestavni del te pogodbe in skupaj s pogodbo predstavljajo vsa določila in pogoje za katere so se spodaj podpisane stranke dogovorile.

Podpis NJEMNIKA

Podpis NAJEMODAJALCA

_____, _____.2023.

V Ljubljani, _____.2023.

TENANCY AGREEMENT No **PO – 2023 – SAMPLE**

for letting a property on an tenancy under Housing Act (Official Gazette of RS , no. 69/03) & Code of Obligations (Official Gazette of RS , no. 83/01)

Between: **Tanja Majnik s.p., EMŠO: 1104970505338, D.Š. 22108262, Alešovčeva 10, 1000 Ljubljana**, represented by **Gregor Majnik, EMŠO: 0102963500391, D.Š. 99125641**, Phone: 041/838 202, shall be referred to as "OWNER" and Tenant, shall be referred to as "TENANT":

Guarantor:

for the **xxxxxxxxxt Room** (in further text "ROOM") located in shared student flat at Povšetova 65, Ljubljana, property no. 1177, K.O. 1731 UDMAT, classified as a profit housing.

1. LEASING PERIOD

From **15. x. 202x** until **1x. x. 202x** is considered as a 5 moth rental period.

2. RENT

OWNER and TENANT agree

- the monthly rent is **xxx €/room** for 5-month rental period,
- For rental period shorter than 5 months full 5 month rent and actual utility costs will be charged.

3. COSTS

The cost of heating and hot water (town gas), gas or electricity for cooking, water and sewage fees, garbage removal, electricity, optical Internet connection will be paid directly by the house representative from the costs deposit to the providers according actual costs beak down. TENANT agree to pay costs deposit **xx€/room/month (total xxx€)** on the first day of the rental period in cash to the house representative.

TENANT agree to pay **xx€/room** for the **End of tenancy cleaning** (shared spaces and room) with the first rent.

4. SECURITY DEPOSITS, RENT ADVANCE and GUARANTOR

TENANT agree to pay the security **deposit of one rent** and **advance of two rents (for the first and last month of the rental period)**. TENANT will provide an EU guarantor or pay three additional advance rents.

Deposits must be paid when the agreement is signed. Advance rents must be paid 30 days before first day of the rental period.

5. PAYMENTS:

The TENANT agrees to pay the rent and costs for following month not later than 15th day of the previous month to:

Beneficiary name

Beneficiary address

IBAN

Bank name Banka dress BIC/SWIFT

6. TERMS AND CONDITIONS

This Rental Agreement includes attachment "Terms and conditions" (which are integral part of these agreement) and shall whit the contract evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Signature TENANT

Signature OWNER :

In/At _____, **____.____.2023**

In/At Ljubljana, **____.____.2023**

SECURITY DEPOSITS:

The sum of one rent&costs is taken as a holding fee and registered as a deposit prior to the commencement of the tenancy on the first day of rental period (typically 15th September, 15th February). This is registered as a group where sharing or individually if renting individually in a flat or studio. All accommodation is cleaned and inspected prior to occupation and needs to be handed back at the end of the tenancy clean and free of personal belongings and furniture or objects which are not part of the inventory.

An inventory is provided with records of the condition of the property and furniture. This needs to be checked and any discrepancies notified to OWNER within 7 days of moving in. If TENANT does not check this we will record it as being accepted. The property will be inspected when TENANT leaves.

The total of the deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to TENANT by bank transfer within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to TENANT within 15 days after expiration of the contract. If deposits do not cover such costs and damages, the TENANT shall immediately pay said additional costs for damages to OWNER.

SERVICES/COSTS/UTILITIES:

Services (small repairs, change of light bulbs, technical assistance, starter cleaning set, red tape assistance, travel assistance...) are included in the rent. Cost of heating (minimum room temperature 20C at day and 17C if not otherwise suggested or ordered by the government) and hot water (town gas), gas or electricity for cooking, water and sewage fees, garbage removal, electricity, optical internet connection will be covered from the costs deposit by the cost break down scheme (number of the occupied rooms and type of the rooms).

TENANT agrees to pay the cost of End of tenancy cleaning whit first rent.

Day to day cleaning is not included in the rent and is the obligation of the TENANT(S).

In case of serious neglect or disrespect of house rules (cleaning rotation), additional cleaning fees will be charged by cleaning company <https://www.cleaning.si/index.html> (from 21,96€ €/cleaning hour).

PAYMENTS:

The tenant agrees to pay the rent and costs for the following month no later than on the 15th day of the previous month for the upcoming month and final cleaning at the beginning of the rental period if not otherwise specified in Tenancy Agreement.

LATE CHARGE

A late fee of 7€, shall be added and due for any payment of rent made after the 20th of the month. After the second notice, the late payments will be handed over to attorney office and charged according to attorney fees price list.

OCCUPANTS, VISITORS, OVERNIGHT GUESTS:

Each TENANT has the right to accept day visitors (between 9.00 and 22.00) and overnight guests (person who stays on the property/room between 22.00 and 09.00) if the co-TENANTS agree (see house rules).

For safety reasons and comfort of the co-TENANTS number of overnight visitors is limited to maximum of 3 (three) persons in shared apartments and 2 (two) in studios/studettes. Maximum duration of the stay (same overnight visitor) is 3 days in one month unless approved by OWNER and co-TENANTS. The visit allowance per apartment is 60 days in 12-months, 50 days in 10-months and 25 days in a 5-month rental period. Extension of allowance is at OWNER's discretion. TEANATS obligate to keep the book of guests up to date. TEANAT(S) is/are responsible (legally and finically) for behavior and deeds of his/her/their visitor(s). The overnight stay is not allowed if the resident is not present in the room unless approved by OWNER.

Non-compliance with these rules shall be considered as a breach of Tenancy agreement.

PETS:

No animal, fowl, fish, reptile and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent (if granted), shall be revocable at OWNER's option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of 200€ shall be required along with additional monthly rent along with the signing of OWNER's Pet Agreement. TENANT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

PARKING:

Parking (cars, bikes) is not permitted in the backyard, on the access route leading to it and in front of the garage. TEANATS and visitors can park on the west side of the house if they have a written permit given to them by the OWNER. Bicycles can be parked in the bike room, on the racks in the back yard. Lining the bikes against the facade of the house is strictly forbidden (damage to the insulation and paint).

NOISE:

TENANT agrees not to cause or allow any noise or activity on the premises, which might disturb the peace and quiet of another TENANT and/or neighbours. The quiet time is between 22.00 (10 PM) and 7.00 (7 AM) the next day as defined by Slovene law. Said noise and/or activity shall be considered as a breach of this Agreement.

SHARED PARTS OF PROPERTY:

TENANT will share the following parts of property with his or her co-TENANTS:

Backyard, laundry, bike room, corridors and staircases, toilet and bathroom, kitchen if lease room is a part of a shared apartment.

Backyard, laundry, bike room, corridors and staircases, kitchen if lease room has a private bathroom and is a part of a shared apartment.

Backyard, laundry, bike room, corridors and staircases if lease room has a private bathroom and kitchen and is a part of a shared apartment.

Backyard, laundry, bike room, corridors and staircases, if lease room is a studio/apartment.

Study/common room will be available free of charge to all tenants under conditions setup in Common room terms and conditions of use.

DESTRUCTION OF PREMISES:

If the premises become partially or totally destroyed during the term of this Agreement to an extent that TENANTS' use is seriously impaired, OWNER or TENANT may terminate this Agreement immediately upon three-day written notice to the other.

CONDITION OF PREMISES:

TENANT acknowledges that he or she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. TENANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by TENANT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-mentioned items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear. The premises should also be free of any personal property or trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

ALTERATIONS:

TENANT shall not paint, paste wallpapers, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

USE OF PROPERTY

The TENANT will:

- Not damage or injure the Property or make any alteration in or any additions to it
- Notify the OWNER by e-mail of any defects as soon as they become apparent
- Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of these from the property. An Inventory will be provided at the commencement of the tenancy and should be signed and returned within 7 days.
- Yield up the property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good and pay for the repair of or replace all such items of the Fixtures Furniture and Effects as shall be broken lost or damaged or destroyed during the tenancy (reasonable wear and tear expected)
- Leave the Furniture and Effects at the end of the tenancy in the rooms or place in which they were at the beginning of the tenancy
- Ensure the premises are adequately ventilated and heated so as to avoid condensation. Any resultant cleaning or redecoration required by a failure to do this will be charged to the TENANT.
- Not subject or part with possession of the Property without the previous consent in writing of the OWNER
- Not conduct any profession, trade or business at the Property, lease apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence

- Not stick any posters, pictures or notices on any of the windows or surfaces of the property (inner/outer walls, furniture, glass walls, doors, windows...)
- Not smoke or allow anyone to smoke on the premises
- Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the OWNER, other TENANTS or occupiers of any adjoining or nearby premises or which may vitiate any insurance of the property against fire or otherwise or increase the ordinary premium for such insurance
- Not to use any portable heaters unless approved by the OWNER

PROPERTY MAINTENANCE:

TENANT(s) shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles (glass, plastic, paper, general. See instructions and timetable of the garbage disposal company) and shall cooperate in keeping the garbage area neat and clean. TENANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

TENANT(s) shall be responsible for keeping the kitchen and bathroom drains free of things that tend to cause clogging of the drains. TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from toilets, bathtubs, wash basins, or sinks.

The OWNER agrees:

- to keep in good repair, the structure and exterior of the premises including
 - drains, gutters and external pipes;
 - the roof;
 - outside walls, outside doors, window sills, window catches, window frames;
 - internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards;
 - chimneys, chimney stacks and flues including sweeping;
 - pathways, steps or other means of access;
 - plaster work;
 - garages and doors;
 - boundary walls
- to keep in good repair and working order any installations provided by the landlord for space heating and sanitation and for the supply of water, gas and electricity including:
 - basins, sinks, baths, toilets, flushing systems and water pipes;
 - electrical wiring including lights, sockets and switches, gas pipes and water pipes;
 - water heaters, fitted fires and central heating installations.

TENANT leasing a:

- room will participate in cleaning of shared spaces (kitchen, toilet, bathroom, corridors, staircases, laundry, bike room and backyard).
- room with a private bathroom will participate in cleaning of shared spaces (kitchen, corridors, staircases, laundry, bike room and backyard).
- studio/apartment will participate in cleaning of shared spaces (corridors, staircases, laundry, bike room and backyard).

TENANT leasing a studio/apartment or room with bathroom is responsible (following guidelines provided by the owner) for cleaning and maintenance the bathroom and kitchen in his or her private use.

If shared spaces will not be cleaned up to agreed minimal standards of hygiene, the OWNER will organise cleaning and TENANTS will have to cover the associated costs.

HOUSE RULES:

To ensure all TENANTS will enjoy their stay a set of rules will be mutually agreed on among all TENANTS and approved by the OWNER, which should include mandatory quiet time rules (required by law), study/common room use rules, cleaning rotation list, list of house kitchen rules, minimal hygiene standards and non-compliance fees.

TENANT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement. A violation of any of the house rules is considered a breach of this agreement.

CHANGE OF TERMS:

The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon a 30-day prior written notice setting forth such change and delivered to TENANT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

TERMINATION:

After the expiration of the leasing period, this agreement is automatically terminated.

TENANT will vacate the Property by 10:00 (10 AM) on the last day of the tenancy

The premises shall be considered vacated only after all areas including storage areas are clear of all TENANT'S belongings. The keys and other property furnished for TENANT'S use should also be returned to OWNER before the premises are considered vacated. Should the TENANT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, TENANT shall be liable for additional rent or storage cost and damages which may include damages due to OWNER'S loss of prospective new renters.

The left behind personal belongings (including furniture and other objects) will be dispose of in 7 days on TENANT'S expense.

The agreement can be terminated after a 60-days written notice by TEANAT.

Agreement can be also terminated after 60-day written notice by OWNER if TEANAT breaches the agreement.

If the rental period would be shorter than the minimum rental period (5 or 10-month) setup in the agreement the rent will be charged for the full rental period including actual costs for the period.

If the agreement is terminated by OWNER or TENAT before original expiration date, the TENANT will immediately pay all rents (recalculated according to the previous paragraph) and costs until the date of termination.

If TENANT secure a suitable replacement tenant (student younger than 26, years, same gender as original tenant /only in twin or double units/, approved by co tenants, who passed the background check), subletting is allowed (no short rentals, only one replacement subletting is allowed, minimum stay is 30 days).

POSSESSION:

As consideration Tenancy agreement, OWNER agrees to rent/lease to TEANAT and TEANAT agrees to rent/lease from OWNER the ROOM and shared spaces (corridors, laundry, toilet, kitchen, backyard,...) for use solely as a private residence.

If OWNER is unable to deliver possession of the residence to TENANTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior TENANTs to vacate or for any other reason, the TENANT and/or OWNER may immediately cancel and terminate the Agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

INSURANCE:

TENANT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. TENANT is hereby advised to obtain his own insurance policy to cover any personal losses.

RIGHT OF ENTRY AND INSPECTION:

OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for technical/hygiene inspections and repairs. OWNER is permitted to enter shared parts of property at normal business hours for inspection, repairs and assistance without advance notice. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. OWNER may enter, inspect, and/or repair the shared parts of the premises at any time without advance notice.

ASSIGNMENT:

TENANT agrees not to transfer, assign or sublet the premises or any part of it.

PARTIAL INVALIDITY:

Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or TENANT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

NOTICES IN PROCEEDINGS:

The TENANT is hereby notified that notices (including notices in proceedings) must be served on the OWNER by the Tenant at the OWNERS address (see Tenancy Agreement).

Notices on the TENANT by the OWNER will be served at Povšetova 65, 1000 Ljubljana, at his/her email address and if requested the copy will be send at TENANT home address specified in the Tenancy Agreement.

Copies of all notices should be send to the grantor by email.

JURISDICTION

Pristojno sodišče v Ljubljani.

ATTORNEY FEES:

If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

JOINTLY AND SEVERALLY:

The all TENANTS are jointly and severally responsible and liable for all obligations under rental agreement for shared parts of the property. TENANTS sharing the room or studio are jointly and severally responsible and liable for all obligations under rental agreement

REPORT TO GRANTOR CREDIT/TENANT AGENCIES:

You are hereby notified that a non-payment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a guarantor, University of Ljubljana – international office responsible for Erasmus students, credit agency and/or tenant reporting institution (your faculty or school, bank ect.), and may create a negative credit record on your credit report.