

RESIDENTIAL TENANCY AGREEMENT

This Tenancy Agreement (the "Agreement") is made and entered into this [.....]

BETWEEN:

LANDLORD:

Full Name(s): [.....]

Address: [.....]

Phone Number: [.....]

Email: [.....]

(Hereinafter referred to as the "Landlord")

AND

TENANT:

Full Name(s): [.....]

Address (Current/Prev): [.....]

Phone Number: [.....]

Email: [.....]

(Hereinafter referred to as the "Tenant")

(Collectively referred to as the "Parties")

WHEREAS:

A. The Landlord is the lawful owner of the residential property located at:

[.....]

(Hereinafter referred to as the "Premises").

B. The Landlord desires to let the Premises to the Tenant, and the Tenant desires to take a tenancy of the Premises, subject to the terms and conditions set out in this Agreement.

NOW, IT IS HEREBY AGREED AS FOLLOWS:

1. DESCRIPTION OF PREMISES

The premises consist of a [.....] with the

following features/facilities:

[.....]
.....].

2. TERM OF TENANCY

2.1. The tenancy shall commence on [.....] and shall
continue for a period of [.....] months/years, ending on
[.....] (the "Term").

2.2. Renewal:

[.....]
....."
....."]

3. RENT

3.1. **Rent Amount:** The Tenant shall pay to the Landlord a monthly rent of

GHS [.....] (**Ghana Cedis**

[.....]).

3.2. **Payment Schedule:** Rent shall be payable [.....] in advance on or
before the [.....] day of each [.....].

3.3. **Mode of Payment:** Rent shall be paid via [.....]**Name:**
[.....],

Bank: [.....],

Account Number: [.....],

mobile money to Number: [.....], or

cash [.....].

3.4. **Advance Rent:** In accordance with Section 25(5) of the Rent Act, 1963 (Act 220), the Landlord shall not demand more than six (6) months' rent in advance for tenancies exceeding six months. The tenant has paid an advance rent of **GHS**

[.....] for [.....] months.

(Note: If a longer advance is mutually agreed, acknowledge the legal limit but state the agreement, understanding the risks involved if it contravenes the Act.)

3.5. **Rent Increase:** Any increase in rent shall be made in accordance with Section 19(1) of the Rent Act, 1963 (Act 220), requiring written notification from the Landlord detailing the current rent, proposed new rent, and effective date, subject to approval by the Rent Control Department (RCD) where applicable.

3.6. **Late Payment:** If rent is not paid by the due date, a late fee of

[.....] may be

charged per [.....] of delay, up to a maximum of

[.....].

4. SECURITY DEPOSIT

4.1. **Amount:** The Tenant shall pay a Security Deposit of **GHS** [.....] to the Landlord upon signing this Agreement.

4.2. **Purpose:** The Security Deposit shall be held by the Landlord as security for the Tenant's performance of their obligations under this Agreement, including but not limited to, payment for any damage to the Premises (beyond normal wear and tear) caused by the Tenant or their guests, and any unpaid rent or utilities.

4.3. **Refund:** The Security Deposit, or any balance thereof, shall be refunded to the Tenant within [.....] days after the termination of this Agreement, vacation of the Premises, and joint inspection by both Parties, less any lawful deductions. An itemized list of deductions, if any, shall be provided to the tenant.

5. USE OF PREMISES

5.1. The Premises shall be used solely for residential purposes by the Tenant and their immediate family members, not exceeding [.....] occupants.

5.2. The Tenant shall not use the Premises for any illegal, immoral, or business purposes without the prior written consent of the Landlord.

5.3. The tenant shall not cause or permit any nuisance, disturbance, or annoyance to neighbors or other occupants of adjacent properties.

6. LANDLORD'S OBLIGATIONS

The Landlord shall:

6.1. Ensure the Premises are in a habitable condition at the commencement of the tenancy.

6.2. Maintain the structural integrity of the Premises, including the roof, walls, foundations, and major systems (electrical, plumbing, sanitation).

6.3. Address necessary repairs promptly after being notified by the Tenant, unless such repairs are the responsibility of the Tenant.

6.4. Ensure the Tenant's right to peaceful and quiet enjoyment of the Premises.

6.5. Issue a Rent Card to the Tenant detailing the Landlord's name, Tenant's name, rent payable, and other prescribed information.

6.6. Register this Tenancy Agreement with the Rent and Housing Committee within fourteen (14) days of signing, as required by law.

7. TENANT'S OBLIGATIONS

The Tenant shall:

7.1. Pay rent and other charges promptly as agreed.

7.2. Keep the interior of the Premises, including fixtures and fittings, in a clean, sanitary, and good condition (normal wear and tear excepted).

7.3. Be responsible for minor repairs and maintenance, such as replacing light bulbs, minor plumbing blockages due to Tenant's use, and general cleanliness.

7.4. Not make any alterations, additions, or improvements to the Premises without the prior written consent of the Landlord.

7.5. Promptly notify the Landlord of any damage or defect in the Premises requiring repair.

7.6. Not assign, sublet, or part with possession of the Premises or any part thereof without the prior written consent of the Landlord.

7.7. Permit the Landlord or their authorized agents, upon reasonable prior notice (except in emergencies), to enter the Premises for inspection, repairs, or showing to prospective tenants or purchasers.

7.8. Comply with all rules and regulations pertaining to the Premises or the larger property/community, if any, provided by the Landlord.

7.9. At the termination of the tenancy, return the Premises to the Landlord in the same condition as received at the commencement, fair wear and tear excepted.

8. UTILITIES AND SERVICES

8.1. The tenant shall be responsible for the payment of all charges for:

[.....].

8.2. The Landlord shall be responsible for the payment of:

[.....].

9. INSPECTION OF PREMISES

9.1. **Joint Initial Inspection:** The Parties shall jointly inspect the Premises prior to the Tenant taking possession and shall document the condition of the Premises in an Inspection Report, to be signed by both Parties.

9.2. **Periodic Inspections:** The Landlord may conduct periodic inspections of the Premises

upon giving the Tenant at least [.....] hours' written notice.

9.3. **Final Inspection:** A joint final inspection shall be conducted upon termination of the tenancy to assess the condition of the Premises and determine any deductions from the Security Deposit.

10. TERMINATION

10.1. **By Tenant:** The Tenant may terminate this Agreement by giving the Landlord at least

[.....] days' written notice prior to the intended termination date, subject to the terms of this Agreement.

10.2. **By Landlord:** The Landlord may terminate this Agreement and seek recovery of possession in accordance with the provisions of the Rent Act, 1963 (Act 220), including for reasons such as non-payment of rent, substantial breach of tenant obligations, or if the Landlord requires the premises for personal occupation (subject to prescribed notice periods, e.g., three months' notice for personal use or renovation).

10.3. **Early Termination:** [.....]

11. DISPUTE RESOLUTION

Any disputes arising out of or in connection with this Agreement shall first be attempted to be resolved amicably between the Parties. If unresolved, the matter may be referred to the Rent Control Department (RCD), or through mediation/arbitration as mutually agreed, or to a court of competent jurisdiction in Ghana.

12. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered mail, or by email (with receipt confirmation) to the addresses of the Parties stated herein or as otherwise notified in writing.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana, primarily the Rent Act, 1963 (Act 220) and any subsequent amendments or relevant legislation.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. Any amendment to this Agreement must be in writing and signed by both Parties.

15. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

LANDLORD:

Signature: _____

Name: **[Landlord's Full Name]**

Date: _____

Witness for Landlord:

Signature: _____

Name: **[Witness's Full Name]**

Address: **[Witness's Address]**

Phone: **[Witness's Phone]**

TENANT:

Signature: _____

Name: **[Tenant's Full Name]**

Date: _____

Witness for Tenant:

Signature: _____

Name: **[Witness's Full Name]**

Address: **[Witness's Address]**

Phone: **[Witness's Phone]**

Acknowledgement of Rent Card and Registration:

I, **[Tenant's Full Name]**, acknowledge receipt of the Rent Card from the Landlord.

The Landlord confirms that this Agreement will be registered with the Rent and Housing Committee within 14 days.

Tenant's Signature: _____

Landlord's Signature: _____

Date: _____