

TERMS OF TENANCY AGREEMENT BETWEEN TENANT AND LANDLOARD

1. This agreement must be completed in full.
2. Before signing this agreement all parties should carefully read it.
3. The landlord must provide the tenant with a copy of this agreement after being registered.
4. The landlord is bound to take the necessary procedures to register this agreement with Muscat Municipality and pay the 3% fixed tax. The tenant may take registration procedures and pay relevant tax in deduction from the agreed rental value.
5. The approval of the Ministry of Foreign Affairs is required before registering the agreement if it concerned a diplomatic entity.
6. The non-registration or renewal of this agreement and/or the failure of payment of the fixed tax within one month from date on which it has been signed or expired concluded and entered into shall result in this agreement being considered as legally null and void before any government authority in the Sultanate, in addition to imposing a fine equal to three times the fixed tax.
7. Muscat Municipality has the right to take any necessary procedures to ensure the registration of tenancy agreements and paying the fixed tax.
8. The provisions of the Royal Decree No. (6/89) in respect of organizing the relationship between landlords and tenants or residences, shops and industrial sites shall apply to this agreement unless otherwise is explicitly and specifically laid down in this agreement.
9. The Municipality tax that has been mentioned in the provisions of the Royal Decree No. (6/89) and its amendments, are a governmental debt and to be paid by Landlords or Tenants as per the agreement and can be collected by the administrative confiscation.

10. Other terms and conditions may be added to this agreement as mutually agreed by both parties provided not to contradict the fore-cited provisions.
11. This agreement can be renewed for a further period or more unless one of the parties advise the other of his wish to evacuate the property before the expiry of the valid period by at least three months or half of the period if it is less. The landlord may not ask evacuation of the property except in the case and according to the provisions and procedures of the Royal Decree No. (6/89).
12. The landlord may require a deposit of one month's rent or more as agreed between both parties. The deposit must be repaid to the tenant on the date of expiry if there is no financial obligation to be paid to the landlord.
13. Both parties bind themselves not to conduct any amendments / modification / alteration / variations / construction additions or any improvements in the leased property as long as the agreement is valid unless relevant written agreement is made on mutual consent, and after obtaining needful approval and necessary permission from the appropriate Municipality. This shall apply to the cases which necessitate according to the relevant rules regulations in force - obtaining official approval and / or building permit for carrying out the works. In case the tenant carried out these works after approval of landlord, the landlord shall reimburse to tenant on, vacating the property, either the amount spent on these works or the amount added to the value of the property, whichever is the less unless agreed otherwise. If the tenant carried out these works without landlord's consent or in spite of his objection, the Landlord could ask him to remove such works and / or claim compensation for any damages to property.

14. The Tenant is bound to hand over the leased property to the landlord on the expiry of this agreement. He is bound to repair any damages that may result from the misuse in the property.
15. The Tenant may not alienate this agreement or sublet the leased property to any third party whatsoever unless Landlord issues prior written approval.
16. Muscat Municipality is not obligated to refund the paid tax if the lease is terminated before its expiration date.
17. In case of any dispute about the agreement's terms, parties should seek advice of concerned government's sector such as Ministry of Justice and Muscat Municipality.
18. Both parties must sign the agreement to ensure that they read and accepted the agreement conditions and the inspection report.
19.
 - a. Landlord requested to enclose copy of the premise document and his/her ID or passport along with the agreement.
 - b. Tenant is requested to enclose a copy of his/her ID or passport (for citizens) and labor card along with non-objection letter from his/her sponsor (for expatriates) if it is for residential purpose.
 - c. Tenant is requested to enclose a copy of the C.R., computer papers, a certificate of the authorized people issued from the Ministry of Commerce and Industry.
20. Each party should keep a copy of the agreement. However, in case of any changes to be made by one of the party, approval of other party is required.

21. The Landlord is bound to inform Muscat Municipality when this agreement is terminated for any reasons and the Municipality should approve that in its registrations.
22. Any Information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than Muscat Municipality or to purpose legal action.
23. Landlord's responsibilities :
 - To provide and maintain the premises in a reasonable conditions.
 - To allow the tenant quiet enjoyment of the premises.
 - To comply with all building, health and safety standards that apply to the premises.
24. Tenant's responsibilities :
 - To pay the rent on time.
 - To keep the premise reasonably clean and tidy, and notify the land lord as soon as any repairs are needed.
 - To keep the premises on a good condition, and to inform the landlord of any damage.
 - Not to distrub the neighbors.
 - Not to modify the premises without the landlord's written consent.
 - Not to use the property for any unlawful purpose.
 - To leave the property clean and tidy.
 - To pay all utilities consumption charges as per agreed between both parties.
25. With the tenant's prior consent, the landlord shall enter the premises only :
 - In the emergency
 - For repairs or maintenance ;
 - For an inspection of the property or work done by tenant;
 - To show the premises to prospective tenants or purchasers.

26. Termination of the agreement :
In all cases, each party must give the other a writting notice of three months minimum prior to the termination date.
27. Termination by the Court :
 - a. The landlord may apply to the court for termination order when :
 - The tenant did not pay the rents ;
 - The tenant has caused or threatened to cause substantial damage to the premises ;
 - The tenant has failed to comply with the notice to remedy a breach.
 - b. The tenant may apply to the court to have the tenancy terminated if a landlord has failed to comply with a ten days notice remedy a breach.
 - c. If one party of the tenancy agreement breaches it, the other party must take all reasonable steps to limits the damage or loss arising from the breach.