**IN THE REPUBLIC OF TRINIDAD AND TOBAGO**

***Rental Agreement***

**THIS AGREEMENT** is made this 20th day of January in the Year of Our Lord Two Thousand and Nine, **BETWEEN** **SHELDON** **MITCHELL** of #10 Cosmos Street, Coconut Drive, Morvant in the Island of Trinidad (hereinafter called “the Owner”) of the One Part and **JULIA MANNETTE** of Pole # 52 Pipiol Road, Cantaro Village, Santa Cruz (hereinafter called the Tenant”) of the Other Part.

**WHEREAS** the Owner is in possession of All that Downstairs three (3) bedroom unfurnished apartment, situate at Pole #52 Pipiol Road, Cantaro Village, Santa Cruz and the Tenant wishes to let same for a period of one year on a monthly rental basis at a rental of $3,000 ( Three Thousand dollars ) on the following terms.

1. The Contract shall take effect from 1st of February, 2009 (the date of the first payment of rent is made) and shall remain in force for a period of one calendar year up to and including February 28st,2010 Unless sooner cancelled by both parties by giving a notice of one full month to quit the tenancy.
2. The rent for premises shall be $3,000 (Three Thousand dollars) per month and shall be payable in advance of the month that it becomes due.
3. The rent shall be paid on 14th of every month payable in cash to the owner at # 52, Pipiol Road, Cantaro Village, Santa Cruz.
4. The Tenant shall pay the rates of Electricity and her own telephone Bill.
5. The Tenant shall pay to the owner a sum of $3000 (Three Thousand Dollars) as refundable deposit against any damage done to the Tenants fixtures and things of which receipt the owner hereby acknowledges. The said deposit shall be refunded at the end of the term granted/provided that there has been no loss or damage to the Owners fixtures. Any losses shall be quantified and deducted from the said deposit.
6. On the mutual agreement of the Tenant and the Owner, the Contract may be renewed after it expires after one (1) year.
7. The Tenant shall be legally obligated to relinquish occupancy of the premises if each and every term and condition is not observed on his part.
8. The premises shall be used for Residential purposes only
9. The Tenant shall not:
   1. Sub let the premises without the prior consent of the owner.
   2. Make excessive or undue noises which is likely to interrupt the other occupants of the building or the surroundings.
   3. Make any alterations to the physical structure of the premises without the prior written consent of the owner.
10. The Premises rented must be kept in good and proper condition at all times and must be relinquished in such conditions on the expiration of this Contract.
11. The premises must be kept in clean and sanitary conditions at all times.
12. Failure to pay rent as stipulated in paragraph 2 above will render this Contract null and void and the Tenant would be required to relinquish tenancy or comply with the rulings of a Court of Law.
13. In the instance of the Tenant failing to comply with the terms 2 and 7 of this Agreement and where the Tenant could not be located and where the rooms are kept locked, the owner may gain entry forcibly if necessary and vacated the premises as if an ejectment order is issued by the Court of Law is in force.

**IN WITNESS WHEREOF** the parties hereto have set their hands the day and year first hereinabove written.

**SIGNED** by the within named \*

**Sheldon Mitchell**  as and for \*

his act and deed \*

in the presence of:- \*

\*

\*

**SIGNED** by the within named \*

# Julia Mannett \*

# as and for her act and deed \*

# in the presence of:- \*

\*

Prepared by:

Christopher Gidla

Attorney at Law

123 Duke Street

Port of Spain