**HOUSING LEASE CONTRACT**

At **[*place*]** on **[*date*].**

**GATHERED**

**Of the one part,**

**Mr./Ms.** [*Name of the Landlord*], of legal age, of [*nationality*], with address at [*address*] and *ID card / passport / NIE* number [*identification number*], a photocopy of which is attached as an Annex at the end of this contract. He/She acts in his/her own name and on his/her own behalf (hereinafter referred to as the "**Landlord(s)**").

**Of the other part,**

**Mr./Ms.** [*Name of tenant 1*], of legal age, of [*nationality*], with address at [*address*] and *DNI/ PASSPORT/ NIE* number [*identification number*], a photocopy of which is attached as an Annex at the end of this contract. He/She acts in his/her own name and on his/her own behalf, andn

**Mr./Ms.** [*Name of tenant 2*], of legal age, of [*nationality*], with address at [*address*] and *DNI/ PASSPORT/ NIE* number [*identification number*], a photocopy of which is attached as an Annex at the end of this contract. He/She acts in his/her own name and on his/her own behalf (hereinafter referred to as the "**Tenant(s)**").

The Landlord and the Tenant shall be collectively referred to as the "**Parties**".

Both Parties, in the capacity in which they act, reciprocally recognize each other's legal capacity to contract and bind themselves, and in particular for the execution of this **HOUSING LEASE AGREEMENT**, and

**WHEREAS**

**1º.-** The Landlord is the owner of the property located at [ ], street [ ] [*description of the property, indicate if it has a garage or storage room and describe it*]**.**

* CADASTRAL REFERENCE: [ ].
* Owners’ Community: [*indicate if you are part of an Owner’s Community*].
* No. Certificate of Habitability [ ] a photocopy of the same is attached as an Annex at the end of this contract.
* Energy efficiency certificate [ ]. A photocopy of the certificate is attached as an annex at the end of this contract.

The Landlord expressly states that the property meets all the requirements and conditions necessary to be used to meet the Tenant's permanent housing needs.

(Hereinafter, the property and its premises as described herein will be collectively referred as to the "**Property**").

**2º.-** The Tenant declares his/her interest in renting the aforementioned Property described in Expository 1, for his/her own use (and, if applicable, that of his family) as a main and permanent dwelling.

**3º.-** Both Parties freely acknowledge that they understand and accept the **HOUSING LEASE AGREEMENT** herein (the "**Agreement**"), in accordance with the provisions of Law 29/1994 of 24th November on Urban Leases (the "**LAU**"), mutually acknowledging their legal capacity to enter into it, subject to the following:

**CLAUSES**

**FIRST: OBJECT**

* 1. The Landlord hereby leases to the Tenant, who hereby accepts, the Property described in Whereas 1, which the Tenant hereby accepts.
	2. The Tenant agrees to use the abovementioned Property exclusively as a dwelling for the Tenant and the Tenant's immediate family, if any.

1.3. In connection with the use of the Property, it is strictly prohibited:

a) Any other type of use other than that described in the previous section.

b) Subleasing, in whole or in part.

c) The assignment of the contract without the prior written consent of the Landlord.

d) Using the Property for commerce, industry, or professional office.

e) Using the Property for holiday accommodation.

Failure by the Tenant to comply with this essential obligation shall entitle the Landlord to terminate this Agreement.

* 1. Due to the size of the Property, the maximum number of persons occupying the Property, including the Tenant, shall be [*number of persons*].
	2. [*Owner’s Community (if the Property is part of an Owner’s Community*)]. The Tenant undertakes to comply with and respect at all times the statutes and internal rules of the owner’s community to which the Property belongs, which he/she declares to know and accept. Furthermore, he/she undertakes not to disturb or harm the peaceful coexistence of the rest of the neighbors of the community.
	3. Pets:

[*Option 1: Pets are forbidden*]: The Tenant is expressly forbidden to keep any kind of pet in the Property, except with the express written consent of the Landlord. Failure to comply with this obligation shall be considered sufficient cause to terminate the Contract, in accordance with the provisions of Article 27.1 of the current LAU.

[*Option 2: Pets are expressly permitted*]: The Tenant is expressly permitted to keep any type of pet in the Property.

**SECOND: TERM**

2.1. The Contract shall enter into force on [*effective date*] with a mandatory initial term of one (1) year from the effective date of the Contract.

2.2. The Lease will be tacitly extended (without the need for prior notice) each year up to a legal maximum of five (5) years, unless the Tenant declares to the Landlord, thirty (30) days prior to the date of termination of the Lease or any of its extensions, that he/she does not wish to renew the Lease.

2.3. Once at least five (5) years of the Contract have elapsed, if neither of the Parties has notified the other, at least four (4) months in advance in the case of the Landlord, or at least two (2) months in advance in the case of the Tenant, to the date of termination of the Contract, the Contract shall be extended by annual extensions up to a maximum of three (3) years, unless the Tenant notifies the Landlord one month prior to the date of termination of any of the annual extensions, of his wish not to renew the Contract.

2.4. The Tenant may withdraw from the Contract after at least six (6) months have elapsed from the effective date of the Contract, provided that the Tenant gives thirty (30) days' prior written notice to the Landlord. The cancellation will give rise to a compensation equivalent to the proportional part of the rent of one month's rent in relation to the remaining months of a year.

**THIRD: HANDOVER OF THE PROPERTY**

3.1. The Landlord shall hand over the Property to the Tenant in perfect conditions of habitability, good state of conservation and operation of its services and to the full satisfaction of the Tenant.

*[Housing Status Options*]:

[*Option 1*] Both Parties confirm that the Property is handed over with unfurnished accommodation and unfurnished kitchen.

[*Option 2*] Both Parties confirm that the Property is handed over with furnished kitchen and unfurnished accommodation.

[*Option 3*] Both Parties confirm that the Property is handed over with furnished kitchen and furnished accommodation.

[*Option 4: If the contract has an inventory*] The Parties attach an inventory as an Annex to this Contract, [*with its corresponding photos*], showing the details of the furniture of the Property.

3.2. The Landlord hereby hands over to the Tenant *[number of keys]* complete sets of keys that give access to the Property.

**FOURTH: RENT**

**Rent**

4.1. Both Parties agree to fix an annual rent of **[*annual rent*] EUROS (€)**, to be paid by the Tenant in twelve (12) equal monthly installments of **[*monthly rent*] EUROS (€)** each.

[*Only in the event that the property is located in a stressed residential market area (zona de mercado residencial tensionado)[[1]](#footnote-1) and has been rented in the last five (5) years:* In compliance with the provisions of Article 31.3 of Law 12/2023, of May 24, the Landlord informs that the amount of the last rent of the lease in force in the last five (5) years, is [annual rent] EUROS (€) and the value resulting from its update is [annual rent] EUROS (€)].

4.2. The non-payment of one (1) month's rent shall be sufficient cause for the Landlord to terminate this Agreement and to exercise the eviction action.

**Rent accrual**

4.3. [*Option 1*] Rent is due as of the effective date of this Lease. The Tenant pays to the Landlord the amount of Rent corresponding to the days remaining to the end of the current month, which the Landlord declares to have received in full, serving this Contract as receipt of payment.

4.3. [*Option 2*] Rent shall accrue as of the 1st day of the month following the effective date of this Lease.

**Rent payment**

4.4. [*Option 1: The method of payment shall be by bank transfer*] The Tenant shall pay the rent in monthly installments in advance, within the first five (5) working days of each month, by bank transfer to the following account held by the Landlord:

Landlord: [*Landlord's Name*].

Entity: [*Landlord's Entity*].

Account/IBAN No.: [*Landlord's Bank Account*].

4.4. [*Option 2: The method of payment shall be by direct debit]* The Tenant shall pay the rent under this Lease in monthly installments in advance, within the **first five (5) days** of each month, **by direct debit to the** following account held by the Tenant:

Entity: [*Tenant's Entity*].

Account/IBAN No.: [*Tenant's Bank Account*].

**Rent update**

[*Option 1: No rent update agreed: In this case the whole paragraph including the title of this section "Rent update" shall be deleted.*]

[*Option 2: It is agreed to update the rent*]

4.5. The agreed rent shall be updated annually and cumulatively, on each [*day and month of entry into force of this Agreement*], in accordance with the variations experienced by the General National Index of the Consumer Price System ("**CPI**"), published by the National Institute of Statistics, taking into consideration the variations in the twelve (12) immediately preceding months.[[2]](#footnote-2)

*[Option 2.1: Negative discount. It is agreed that the update in accordance with the CPI will never negatively affect the rent, so that the rent cannot decrease with respect to the previous year*] If the variation experienced by the CPI is negative, the rent will remain the same, without being updated.

4.6. Given the delay in the publication of the CPI, the Parties agree that the annual revisions shall have retroactive effect to the date on which they would have been applied, and the Parties shall be obliged (as the case may be) to pay the corresponding differences in a single payment The revision shall be carried out on a calendar year basis, with the arrears incurred since the month of January of the current year, or, if applicable, since the month in which the contract was signed, being reflected in the bill issued the month following the publication of the CPI. In no case shall the delay in applying the revision imply the waiver or expiry of it. In the event that the National Institute of Statistics ceases to publish the indexes referred to in this Clause, the revision established will be calculated on the basis of the indexes or modules that replace them.

4.7 Notwithstanding the foregoing, if the applicable legislation mandatorily replaces the CPI with another reference index that must be applied, the update of the rent shall be calculated in accordance with the reference index that is mandatory at any given time.

**FIFTH: GUARANTEE OF THE CONTRACT**

**Rent guarantee**

5.1. [*Option 1*] At the key handover, the Tenant gives to the Landlord, who declares receipt thereof, the amount of [*security deposit value*] EUROS (€ ), equivalent to [*number of months to which the security deposit is equivalent*] monthly rent, as a legal security deposit, in accordance with the provisions of the first paragraph of Article 36 of the LAU to guarantee compliance with the obligations assumed by virtue of this Contract.

5.1. [*Option 2*] The Tenant hereby gives to the Landlord, who declares receipt thereof, the amount of [*security deposit value*] EUROS (€ ), equivalent to [*number of months to which the security deposit is equivalent*] monthly rent, as a legal security deposit, in accordance with the provisions of the first paragraph of Article 36 of the LAU to guarantee compliance with the obligations assumed under this Contract.

5.2. For those Regions in which it is necessary to deposit the legal security deposit: The Landlord undertakes to deposit the legal security deposit in the agency or public office corresponding to the Region in which the Property is located.

5.3. The amount of the deposit shall be used to cover any damage to the Property and its furniture (as applicable) and to secure the performance of the Tenant's obligations under this Lease.

5.4. During the first **five (5) years** of the duration of the Contract, the legal secure deposit shall not be subject to updating, after that time it will be updated by the corresponding amount until it is equal to the monthly rent in force at any given time.

5.5. [*Additional Security*: If any *additional security has been selected*] For the purpose of guaranteeing the faithful performance of this Contract:

*[Option 1: If deposit is chosen*]:

* [*In cash:* At the key handover, the Tenant gives to the Landlord, who declares receipt thereof, the amount of [*value of the deposit*] EUROS (€) by [*payment in cash*], as an additional guarantee, to ensure the fulfilment of the obligations assumed by virtue of this Contract].
* [*Transfer:* The Tenant hereby gives to the Landlord, who declares receipt thereof, the amount of [*value of the deposit*] EUROS (€) by means of [*bank transfer*], as an additional guarantee, to ensure compliance with the obligations assumed by virtue of this Contract].

[*Option 2: If a bank guarantee is chosen*]: The Tenant hereby provides a bank guarantee for a maximum guaranteed amount of [*value of the guarantee*], on first demand and as security for all financial liabilities assumed by the Tenant under this Lease. The aforementioned guarantee is attached to the present Contract as an Annex. The Tenant(s) undertake(s)to keep the aforementioned bank guarantee in force during the entire term of the Contract.

**SIXTH: SERVICES AND EXPENSES**

6.1. The Tenant undertakes to pay any expenses related to the contracting of services and supplies individualized by meters (such as electricity, water, gas, telephone and internet) with which the Property is provided, and which will be fully assumed by the Tenant from [*date of commencement of payment of supplies*]. The Tenant undertakes to take care of the maintenance, repair and replacement of these meters and any other services contracted or used in the Property and which, in general, are susceptible to individualized use and / or that are counted by meter.

 6.2. Ownership of Supplies

[*Option 1: When a change of ownership is made*] The Tenant will contact the different supply companies in order:

a) to manage that the receipts issued by such supply companies are charged to the bank account indicated by the Tenant, being, consequently, obliged to direct debit those receipts, and

b) to carry out the change of ownership of each supply.

[*Option 2: When no change of ownership is made*] The Tenant will contact the different supply companies so that the bills they issue are charged to the bank account indicated by the Tenant, who will therefore be obliged to debit these bills by direct debit, without this entailing a change of ownership of each supply, which will continue to be in the name of the Landlord.

 6.3. Community expenses and Real Estate Tax (IBI)[[3]](#footnote-3)

[*Option 1: To be paid by the Landlord*] The expenses of the Owners’ Community as well as the Real Estate Tax (I.B.I.), will be paid entirely by the Landlord.

[*Option 2: To be paid by the Tenant*] The expenses of the Owners’ Community as well as the Real Estate Tax (I.B.I.), will be paid entirely by the Tenant.

[*Option 3: To be paid by the Landlord and the Tenant*] The expenses of the Owners’ Community will be paid by the Tenant, although the Real Estate Tax (I.B.I.) will be paid entirely by the Landlord.

6.4. Payment of fees

[*Option 1: At the Tenant's expense*] The Tenant will be responsible for the solid urban waste collection fee and the carriage passage fee (if applicable).

[*Option 2: At the Landlord's expense*] The solid urban waste collection fee and the carriage passage fee (if any) shall be at the Landlord's expense.

6.5. The Landlord assumes no responsibility for any interruptions that may occur in any of the common or individual services, nor will the Landlord be obliged to carry out rent reviews for such interruptions

**SEVENTH: REPAIR AND MAINTENANCE COSTS**

7.1. The Landlord undertakes to carry out any repairs that may be necessary in the Property to keep it in habitable condition for the agreed use, except those arising from negligence or fault or due to wear and tear caused by the ordinary use of the property by the Tenant or its occupants, including appliances and other facilities of the Property The Tenant shall be solely responsible for any damage, both physical and material, which may be caused to third parties as a result, directly or indirectly, of their habitation in the Property, excluding the Landlord from any liability, including damage resulting from facilities for services or supplies.

[*Option: If the property has an equipped/furnished kitchen*]:
For the sake of clarity, the Tenant shall carry out all repairs necessary for the maintenance and proper functioning of the appliances and/or furniture of the Property when the damage has been caused by the Tenant or its occupants, either by negligent use or by wear and tear resulting from the usual and diligent use of such elements. Consequently, the Tenant declares to be aware of the condition of the appliances and/or furniture at the time of delivery of the Property.

**EIGHTH: WORKS ON THE PROPERTY**

8.1. The Tenant may not carry out any works, installations or improvements of any kind on the Property without the express prior written consent of the Landlord. In particular, the written consent of the Landlord shall be required for:

a) the installation of any appliance, furniture or air conditioner attached to the Property; and

b) to make any kind of alterations to the walls, tiles and floor tiles of the Property (in particular, any kind of holes or grooves by hand or with mechanical tools).

[Owners’ Community*: if the Property is within an Owners’ Community*] Which, in any case, will have to comply with the regulations of the Owners’ Community.

8.2. Upon termination of this Lease, the works and improvements shall remain for the benefit of the Property, without the Tenant being entitled to compensation for them, unless otherwise agreed

8.3. In the event that the Tenant carries out works without the prior permission of the Landlord, the latter may request the termination of this Agreement and require the Tenant to restore the Property to its original state

**NINTH: RETURN OF THE PROPERTY**

9.1. On the termination of this Lease and, if applicable, of any of its extensions, the Tenant shall vacate the Property without being required any notice from the Landlord to do so.

9.2. The Tenant undertakes to return the Property and its keys on the date of termination of this Agreement in perfect condition, free of the Tenant's personal belongings and completely unoccupied, and without any deterioration other than that caused by the mere passage of time and ordinary use

9.3 The Tenant expressly undertakes to repair any damage (i.e. tiles, cupboards, wooden frames, taps or sanitary fittings, etc.) before returning them to the Landlord.

9.4 The delay in vacating the Property by the Tenant will accrue in favor of the Landlord a penalty for each day of delay, of an amount equal to twice the daily rent that was in force at that time. All this, without prejudice to the obligation of the Tenant to leave the Property immediately.

**TENTH: RIGHT OF FIRST REFUSAL AND RIGHT OF WITHDRAWAL**

10.1. [*Option 1: When the Tenant waives rights*] The Tenant expressly waives any right of first refusal or right of withdrawal that may accrue in favor of the Tenant by virtue of such condition.

10.1 [*Option 2: When the Tenant does not waive the rights*] The Tenant is entitled to the rights of first refusal referred to in article 25 of the current LAU.

**ELEVENTH: CAUSES FOR TERMINATION OF THE CONTRACT**

11.1. The following shall be causes for termination of the Contract, in addition to those legally established and those provided for in this Contract:

a) For the purposes of article 14 of the LAU and any others that may be relevant, the sale of the Property will extinguish the lease.

b) Once the first year of the Contract has elapsed, if the Landlord needs to occupy the Property before five years have elapsed in order to use it as a permanent residence for himself/herself or his/her relatives in the first degree of consanguinity or by adoption or for his/her spouse in the event of a final judgment of separation, divorce or marriage annulment in accordance with article 9.3 of the LAU. The Landlord must communicate this need at least two months before the date on which the property is going to be needed and the Tenant will be obliged to hand over the Property within this period if the parties do not reach a different agreement.

**TWELFTH: DATA PROTECTION. INCLUSION IN DEFAULT FILE**

12.1. The personal data that the Tenant provides in this contract and may provide in the future are necessary for the conclusion of this contract, and will be processed by the Landlord for the purpose of managing this housing lease contract and on the basis of the execution of this contractual relationship The Landlord will not communicate the Tenant's personal data to third parties, except when it is necessary for the fulfilment of legal obligations, without prejudice to the fact that the Landlord's administrative management service providers may have access to the Tenant's personal data for the provision of such services. The Landlord will not carry out international transfers of personal data.

The Landlord will keep the data for as long as the contractual relationship remains in force, keeping them subsequently, duly blocked, for the period of limitation of actions in accordance with the applicable civil law.

The Tenant may exercise his/her rights of access, rectification, deletion and portability of his/her data, as well as the limitation of the processing thereof, by contacting the Landlord at the address given in the heading of this contract, and duly proving his/her identity. Likewise, the Tenant has the right to file a claim before the Spanish Data Protection Agency.

12.2. The Landlord informs the Tenant that in the event of non-payment of the rent, their personal data may be transferred to the negative equity solvency file managed by Base de Datos de Morosidad Inmobiliaria, S.L.U. (https://www.idealista.com/base-datos-inquilinos-morosos/) based on the legitimate interest of fraud prevention through the process of https://www.idealista.com/base-datos-inquilinos-morosos/como-incluir-morosos. In the event that Tenant's non-payment data are included in a negative asset solvency file, the Tenant will receive, within a maximum period of one month from the registration of the debt in the file, a communication from the Landlord of such file informing him/her of the inclusion of his/her personal data in said file.

**THIRTEENTH: APPLICABLE LAW AND JURISDICTION**

13.1. In accordance with the provisions of article 4, section 2 of the current LAU, this Contract shall be governed by the will of the Parties as expressed in the Contract, failing this, by the provisions of Title II of the aforementioned LAU and, supplementarily, by the provisions of the Civil Code

13.2. Jurisdiction to hear any dispute relating to this Agreement shall lie with the courts and tribunals of the place where the Property is located

**FOURTEENTH: NOTIFICATIONS**

14.1. All notices, demands, requests and other communications to be given in connection with this Contract shall be in writing and shall be deemed to have been duly received when delivered by hand or sent by registered post to the addresses set out in the heading of this Contract, or to such other addresses as either Party may communicate to the other in writing in the manner provided for in this clause

14.2. Likewise, and in order to facilitate communications between the parties, the following e-mail addresses are designated, provided that the authenticity of the communication and its content is guaranteed and there is a reliable record of the full transmission and receipt and the time at which they were made,

By the Landlord:

* Mail: [ ]
* Telephone number: [ ]

By the Tenant:

* Mail: [ ]
* Telephone number: [ ]

**FIFTEENTH: SIGNATURE OF THE CONTRACT**

The parties accept the present contract, its annexes and its legal effects and undertake to execute it in good faith.

At [*place*] on [*date*].

**The Landlord**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Landlord's name*]

**The Tenant [1]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Tenant Name 1*]

**The Tenant [2]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Tenant Name 2*]

1. *Generally, this is an area in which the cost of housing (mortgage or rent plus expenses) exceeds 30% of the average net household income and which has been declared as such by the competent Administration. If your property is located in a stressed residential area (zona residencial de mercado tensionado), the rent will be subject to a series of limitations; for example, in relation to the agreed amount of rent or the conditions for its updating. To find out if your property is located in a stressed residential area, you should consult with the competent body of your region (Comunidad Autónoma).* [↑](#footnote-ref-1)
2. *As an extraordinary measure (in accordance with Royal Decree-Law 6/2022, of March 29) and until the new reference index is defined (eleventh additional provision of the LAU), the increase will be limited to the GCR (2%) in 2023 and 3% in 2024.* [↑](#footnote-ref-2)
3. *If the property is located in a stressed residential market area (zona residencial de mercado tensionado) and has been previously rented, you will not be able to assign the tenant the payment of these expenses/taxes if, in the previous contract, they were assigned to the owner. The same limitation shall apply in the case of the payment of fees provided for in paragraph 6.4 of the Agreement.* [↑](#footnote-ref-3)