Example 2.1.8 - Tripartite Rental Assistance Agreement

*Note: this is a real example of a bespoke tripartite agreement (tenant, property owner and National Society) produced specifically for the Ukraine 2022 rresponse in Slovakia. It should not be used directly as it is based on the Slovakia context, but it shows the key elements that could be part of a tripartite agreement in other countries.*

|  |  |
| --- | --- |
| **English version** | **Ukrainian version** |
| This **Rental Assistance Agreement** is made on date \_\_\_ /\_\_\_ / \_\_\_\_ between: | ***This section would include a direct translation by a translator who was accredited to notarise translation, or a very experience translator to ensure the accuracy of the translation.*** |
| 1. The Slovakia Red Cross Society hereinafter referred to as “SCK”, represented by Mr/Mrs/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, |  |
| 1. Mr/Mrs/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “the Tenant”, whose address under the rental assistance programme is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| And   1. Mr/Mrs/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “the Landlord”, owner of the property listed in (ii) above and whose permanent address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Whereas:   1. The purpose of this Rental Assistance Agreement is to define the relation between the SCK, the Tenant and the Landlord concerning the implementation of the foreseen rental assistance in the premises owned by the Landlord and located by the Tenant. |  |
| 1. The following duties and responsibilities for each party have been agreed: 2. The SCK staff will conduct an initial house inspection with the Tenant and the Landlord to verify that the housing unit chosen for the rental assistance programme is compliant with the minimum housing standards of adequacy and habitability. |  |
| 1. The **Landlord** will provide proof of ownership of the housing unit selected for the purpose of rental. |  |
| 1. The SCK will provide a rental assistance of \_\_\_\_\_\_\_,00 Euros/ month to the Landlord, on a monthly basis and for a total duration of 6 months, from \_\_ /\_\_ / \_\_\_ to \_\_ /\_\_ / \_\_ |  |
| 1. The **SCK** will provide financial coverage of the Rental Deposit, corresponding to one month of rent, in the amount indicated in the above art. 2b. The total amount will be transferred to the Tenant in addition to the first monthly payment. |  |
| 1. The **Landlord** declares that the rental accommodation provided under this agreement is provided free of charge to the Tenant. |  |
| 1. The **Landlord and the Tenant** allow SCK staff, representatives or any other actor mandated by the SCK to conduct monitoring visits at their address and accepts to participate to the inspection of the rental premises as a condition for the following monthly payment. |  |
| 1. The **Tenant** and the **Landlord** will abide by the terms and conditions of the rental contract which is an appendix to this agreement. |  |
| 1. The **Tenant** will inform the SCK of any changes in the status of their family that may impact their involvement in the rental assistance programme as soon it arises. |  |
| 1. The **Tenant** understands and agrees that no further rental assistance will be available from or provided by the SCK after the termination of this agreement. |  |
| 1. The **Landlord** will return the Rental Deposit to the Tenant at the end of the lease term, as long as the Tenant follows all the terms of the lease. |  |
| 1. The **SCK** will support with advocacy regarding access to services and referrals for the Tenant including employment, education, and health services as required. |  |
| The **SCK** reserves its right to cancel at any point in time this agreement in case of breach of any of the duties and responsibilities stated above, for “force majeure” circumstances (political, economic, financial, social or climatic circumstances ,etc..) and for security reasons. |  |
| The **SCK** will not be liable or responsible to the Landlord, the Tenant and/or their dependent(s), or any other person for damage, loss or injury to persons or property incurred as a result of the use of the housing unit and the provision of rental assistance under this agreement. |  |
| This agreement is made in three (3) duplicate original in Slovak language and translated to Ukrainian language. |  |

|  |  |  |
| --- | --- | --- |
| **Slovak Red Cross Society** | | |
| Name: |  |  |
| ID: |  | |
| Signature: |  | |
| Date: |  | |
|  |  | |
| **The Landlord** | **The Tenant** | |
| Name: | Name: | |
| ID: | ID: | |
| Signature: | Signature: | |
| Date: | Date: | |