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Self – Regulating Guideline

for

Landlord and Tenant in Fiji

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“To promote Competition in the Fijian Markets”

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1.0 Introduction

- 1.1 This Self-Regulating Guideline (“SRG”) is designed as a guide to all tenants, landlords and agents involved in renting residential premises in Fiji. It explains in simple language their rights and responsibilities under the Commerce Commission Decree 2010 (“CCD2010”) and other relevant laws in Fiji.
- 1.2 The agreement entered into at the beginning of every tenancy outlines the legal rights and responsibilities of the tenant and landlord. This guideline contains practical guidance on what many of the terms of the agreement and landlord and tenant relationship mean in common situations.
- 1.3 The guideline aims to encourage the landlords, tenants and the agents to better understand their rights and responsibilities and move towards self-regulation of the residential property market in Fiji.
- 1.4 This guideline is designed to inform tenants, landlords and agents about their rights and responsibilities in a rental relationship. The guideline explains what tenants, landlords and agents must do to ensure compliance with CCD2010 and other relevant laws in Fiji. This SRG is intended to encourage the landlords, tenants and the agents to move towards a better and transparent conduct with the aim of creating a well-informed market place for trade and commerce.
- 1.5 The guideline provided herewith is intended to assist tenants and landlords formulate a fair and reasonable tenancy agreement. It must not be construed as legal advice from the Commission.**

2.0 Functions of the Fiji Commerce Commission

The Commission is the custodian of the CCD2010. The Fair Trading and the Rents Section of the Commission administer the sections relating to the landlords and tenants. The Commission’s role in relation to residential tenancy and consumer protection includes the following activities under Section 15 of the CCD2010:

- Providing information about the laws affecting tenants and landlords;
- Promoting the interests of consumers and persons negotiating or considering the acquisition of goods or services as consumers and to assist, them to a greater awareness in relation to their assessment and use of goods or services;
- Handling complaints about possible breaches of the legislation;
- Collecting, examining and disseminating information in respect of matters affecting or likely to affect the interests of consumers and goods and services providers;
- Investigating fraudulent or deceptive practices in relation to the Decree;
- Encouraging and undertake the dissemination of information concerning consumer

- affairs to producers, manufacturers and suppliers of goods or services;
- Providing mediation services to help resolve disputes; and
 - Monitoring the marketplace to detect unfair practices.

3.0 Legal Framework

3.1 The CCD2010 empowers the Commission to protect the interest of consumers (including tenants) from Unfair Trading practices and also promote the growth of industry, trade and commerce.

3.2 Rent is controlled by the Fiji Commerce Commission pursuant to Sections 42, 45, 46, 47 and generally under Part 7 of the Decree 2010.

3.3 There is a rent freeze order in place on all residential and ground rent imposed by an order made pursuant to Section 45 of the CCD2010 which expires on 31 December 2014.

3.4 Certain rents have been exempted from CCD2010 regulations under Section 46 of the CCD2010 and includes the following –

- Ground leases or rent under the Native Lands Trust Act, Cap. 134;
- Ground leases or rent under the Agricultural Landlords and Tenant Act, Cap. 270;
- Ground leases or rent under Rotuma Lands Act, Cap 138;
- Ground leases or rent under the Banaban Lands Act, Cap. 123;

3.5 Rents charged by the Public Rental Board are exempted from CCD2010 regulations by virtue of Section 34 (3) of the Housing (Amendment) Decree 1989.

3.6 A Rent order, referred to as Counter-Inflation (Notification of Proposed Increase in Rent) Order, 1996 is also in force, which requires any person or class of persons to give to the Fiji Commerce Commission a twelve (12) weeks written notice for any proposed increase in rent under any tenancy of a letting or continued letting of any residential premise or land to which the Decree applies. However, the application of this Order is currently restricted due to the existing rent freeze order.

3.7 Under Section 42 of the Decree, all landlords engaged in the letting of residential premises or ground properties are required to keep to the satisfaction of the Commission records of letting/tenancy agreements and receipts.

3.8 The Commission also can look into consumer protection issues in relation to rent as prescribed under Part 7 of the CCD2010.

4.0 Definitions

For the purpose of this self-regulating guideline for the landlord, tenant and agents the following definitions apply:

Landlord	<p>Includes:</p> <ul style="list-style-type: none">a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause,c) A person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement, including the right to collect rent.
Tenant	<p>includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heir's assigns and personal representatives, but "tenant" does not include a person who has the right to occupy a rental unit by virtue of being;</p> <ul style="list-style-type: none">a) A co-owner of the residential complex in which the rental unit is located, orb) a shareholder of a corporation that owns the residential complex.
Lessee	<p>means a person to whom permission is given, pursuant to a rental agreement, to occupy residential premises and includes his assigns and legal representatives</p>
Lessor	<p>means the owner or other person permitting the occupation, pursuant to a rental agreement, of residential premises and includes his heirs, assigns, personal representatives and successors in title</p>
Landlord's agent	<p>means a person who acts as the agent of a landlord and who (whether or not the person carries on any other business) carries on business as an agent for:</p> <ul style="list-style-type: none">(a) the letting of residential premises, or(b) the collection of rents payable for any tenancy of residential premises

Rental agreement” or “agreement” means an agreement, whether written or oral, expressed or implied whereby an agreement lessor confers upon a lessee the right to occupy residential premises

Residential or “premises” includes

premises (i) any house, dwelling, apartment, flat, tenement or other place that is occupied or may be occupied by a natural person as a residence or that part of any such place that is or may be occupied by a natural person as a residence, whether such residential premises are furnished, partly furnished or unfurnished,

Residential property means a building in which, and includes land on which, residential premises are situated;

Security or “Bond” means money or any property paid or given by a lessee of residential premises to be held by or Deposit for the account of the lessor as security for the performance of an obligation or the payment of a liability of the lessee

Commission means the Fiji Commerce Commission established by Section 7;

Rent rent", in relation to the letting or continued letting by any person of any premises under any tenancy, includes-

(a) any sum payable to that person under that tenancy, notwithstanding that such sum is designated as a payment additional to the rent; and

(b) any goods or services to which that person is entitled under that tenancy if the value of such goods or services has been quantified in terms of money; but shall not include any sum attributable to any rates or charges levied under the Local Government Act, Electricity Act, Water Authority Act, Sewerage Act or Drainage Act and paid or payable by that person in respect of, or in connection with, those premises;

5.0 Guidelines

5.1 Beginning the Tenancy

5.1.1 Disclosure

5.1.1.1 Before a tenant enters into an agreement or moves into the property, they must be given the following documents by the landlord –

- A copy of the proposed agreement (including premises condition report);
- A list of all entry costs payable to begin the tenancy; and payable
- Any other document containing information relevant for the tenant to know (including a copy of this guideline).

5.1.1.2 A landlord reserves the right to be provided first-hand information by the tenant's on his/her financial ability to meet the required rent on time.

5.1.1.3 All parties must disclose their true identity including documentary evidence of authority during disclosure process.

5.1.2 Tenancy agreement

5.1.2.1 CCD2010 requires that there must be a written letting/tenancy agreement between all the landlords and tenants and their agents. The agreement must be provided by the landlord at his/her cost unless the laws require otherwise.

5.1.2.1 The landlord under a residential tenancy agreement must ensure that the agreement is in writing and properly endorsed at the commencement of the agreement.

5.1.2.3 The tenancy agreement must contain (but is not limited to) the following:

- Landlord and tenants name;
- Commencement date of the agreement;
- The terms of the agreement;
- Termination date;
- Landlords duties;
- Tenants Duties;
- Responsibility for repairs and maintenance;
- Due date for rental payments;
- Methods of rental payment;
- Length of tenancy;
- Name and responsibility of the landlords agent (if an agent is used);
- The name, telephone number and business address of the landlord's agent (if any) and the name and telephone number or other contact details of the landlord;

Failure to keep records to the satisfaction of the Commission is an offence under Section 42 of the Decree

- Tax Identification Number (“TIN”) of the landlord; and
- Termination notice period
- The maximum rent payable
- Any Security deposit or bond payable by the tenant.
- Any cost payable by the tenant including tax or duty as prescribed by law.
- Any conditions that can nullify the status of a party in the tenancy agreement.
(For ease of reference, a model tenancy agreement is attached as annexure 1)

5.1.2.4 The agreement must be completed in full and the tenant and landlord to keep a copy each.

5.1.2.5 Before signing this agreement all parties should carefully read it and seek advice if they are unclear about what they are agreeing to.

5.1.2.6 Any additions to the terms and conditions to subsequent to the signing of the initial agreement must be inserted at the bottom, which are to be signed and witnessed accordingly.

5.1.3 Length of Tenancy

5.1.3.1 The length of the fixed term period of the tenancy is a matter to be agreed upon. The parties can agree to have a tenancy agreement for a fixed period or any other agreed length of time.

5.1.3.2 It is not necessary to renew a written agreement when the original fixed term periods end. The parties may prefer the flexibility of continuing under the same terms and conditions of the expired agreements rather than sign a new one. However, if the parties agree for an extension, it must be agreed by both parties and provided for in writing.

5.1.3.3 The tenancy length may be for a fixed term, month to month tenancy and could have a clause that it is subject to automatic extension unless either of the parties terminates it by notice in writing.

5.2 Condition Report

5.2.1 When ever a tenancy begins a premises condition report must be filled out. It should be a true and accurate account of the condition of the premises.

5.2.2 The condition report may become the most important piece of evidence if a dispute arises over the condition of the premises during or at the end of the tenancy.

For ease of understanding and compliance a sample Property Inspection Report is attached as Annexure 2

5.2.3 The steps needed to complete a condition report are:

- The Landlord or agent to fill out and sign the report and make duplicate or triplicate (whichever is required) noting the cleanliness, general condition, and working order of each applicable item on the report. Any comments should be written in the space provided, or a separate page if there is no room.
- If flat is furnished, a list of all furniture and the condition of each item should be attached to the report.
- The tenant should then be given two (2) copies of the filled out condition report before the tenancy begins.
- The tenant should take the report away and fill out the 'tenant agrees' column with a Y (for yes) or an N (for no). If the tenant does not agree they should write a reason in the comments area of the report.
- The tenant should sign and return a copy to the landlord or agent within seven (7) days and keep the other copy for themselves.

5.2.4 Promised Repairs- If the landlord or agent promises, prior to the start of the tenancy, to fix anything or do other work (e.g. cleaning or painting) this should be noted in the space provided at the end of the condition report. The tenant will then have written evidence on which to take the matter further if the repairs or other work are not carried out by the agreed date.

5.2.5 A tenant must note that a matter relating to condition of the flat is in the jurisdiction of town/city council and any dissatisfaction with the condition of the house must be referred to the local authority under which the premises fall.

It is an offence under Section 77 to make a misleading and false

5.3 Prohibited Terms

5.3.1 A residential tenancy letting agreement must not contain a term of a kind set out in this section or prescribed by the regulations for the purpose of this section.

5.3.2 A residential tenancy agreement must not contain (unfair and landlord-biased) onerous terms and conditions.

5.3.3 Terms having the following effects must not be included in a residential tenancy agreement:

- Visitors not allowed;
- Restrictions on the number of visitors allowed;
- Restrictions on family religious gathering and functions;
- That the tenant must have the carpet professionally cleaned, or pay the cost of such cleaning, at the end of the tenancy;
- That the tenant must take out a specified, or any form of insurance;
- Exempting the landlord from liability for any act or omission by the landlord, the

landlord's agent or any person acting on behalf of the landlord or landlord's agent;

- That, if the tenant breaches the agreement, the tenant is liable to pay all or any part of the remaining rent under the agreement, increased rent, a penalty or liquidated damages; and
- Bond money will not be refunded if the tenant pre-maturely ends the tenancy or tenant is in breach of the agreement.

5.3.4 A term of a residential tenancy agreement is void to the extent to which it is inconsistent with the requirements under CCD 2010 or any other laws of Fiji.

5.4 Entry Fees

5.4.1 A tenant may be asked to pay the following entry fees when or before signing the letting/tenancy agreement.

5.4.2 Reservation Fees

5.4.2.1 An amount of money (no more than a week's rent) that is sometimes paid to reserve the premises while an application for tenancy is being considered. A reservation fee is a sign of good faith, but does not guarantee that the tenancy will go ahead.

5.4.2.2 If the landlord or agent decides not to go ahead with the tenancy, on the agreed terms, or makes no decision within one (1) week of the fee being paid, the full amount must be refunded; however should the tenancy go ahead the reservation fee is applied to the first week's rent.

5.4.2.3 If the applicant withdraws, the landlord may retain rent for the days the premises were reserved, provided the premises were not let or occupied during the period of reservation, no more than one reservation fee was being held at the same time and a proper receipt and written acknowledgment were given to the prospective tenant when the fee was paid.

5.4.2.4 In case where the landlord requires the tenant to pay more than a week's reservation fees (or advance rent) and bond, and the Tenant decides to cancel the agreement before moving into the house (within one week), the landlord is required to refund the full bond and advance rent after deducting the rent for one week only provided the premises were not let or occupied during the period of reservation.

5.4.3 Rental Bond

5.4.3.1 Rental bond is an amount of money paid by a tenant as a form of security for the landlord against any future breaches of the tenancy agreement. The maximum rental bond that can be asked for is 4 weeks rent.

5.4.3.2 The amount of bond that is to be paid (if any) must be written on the agreement.

5.4.3.3 Under no circumstances, the tenant can ask the landlord to use the bond money for rent payment in the last month of the tenancy period.

5.4.3.4 Any bond paid by the tenant must be strictly kept by the landlord and to be used only for the purpose it was paid for and processed/reimbursed at the point of termination if the tenant has met all the requirement under the agreement.

5.4.4 Advance Rent

5.4.4.1 A tenant must pay the rent in advance from the first day of the tenancy

5.4.4.2 The tenant can be required to pay:

- 2 weeks rent in advance, if the rent is to be paid on a fortnightly basis;
- 1 month rent in advance, if the rent is paid on a monthly basis.

5.4.4.3 A tenant cannot be asked to make any more rent payments until the rent which they last paid has been used.

5.5 Rent

5.5.4 Rent is the main charge that tenants have to pay on a regular basis. The level of rent should be agreed upon before the tenancy begins, or in accordance to any existing rent restriction imposed by law and the figure should be written in the space provided on the tenancy agreement.

5.5.5 Rent Receipts – Receipts must always be given once rent is paid and should show the following –

- The address of the premises;
- The name of the tenant;
- The name of the landlord or agent;
- The amount of rent paid
- The date at which the payment is made; and
- The period of which the rent covers.
- The identity of the premises rented - e.g. (FLAT 1)

**It's an offence not to issue
Proper receipts under
Section 42 of the Decree.**

5.5.6 A landlord cannot pass on the cost of providing a payment card or deposit book to the tenant for paying rent at a post office or bank if that's the only accepted means of payment.

5.5.7 The landlord or agent must keep copies of all rent receipts and a separate rent record for the tenancy period. It is advisable that receipts be kept by both parties until after the end of the tenancy or as the law requires

5.5.8 A tenant must pay the rent under a residential tenancy agreement on or before the day set out in the agreement unless mutually agreed and paid at the earliest possible opportunity.

5.5.9 When due dates of rent payments falls on a week-end or a public holiday and payments can only be made via bank or post, then payment after two days could be exempted from late payment consideration.

5.5.10 Payment shall be in the mode and method agreed to by the parties.

5.6 Rent Records

5.6.4 A landlord or landlord's agent must keep a record of rent received under a residential tenancy agreement (a rent record).

5.6.5 A rent record may be kept in any form, and must contain any particulars. For ease of understanding a sample rent record form is attached as Annexure 3 of this guideline.

5.6.6 A landlord or landlord's agent must, within seven (7) days of a written request by the tenant, provide a written statement setting out the particulars of the rent record for a specified period.

5.6.7 A landlord or landlord's agent must, within seven (7) days of a written request by the Commission pursuant to Section 119 of the CCD2010, provide a written statement setting out the particulars of the rent record for specified period.

5.6.8 Tenants and landlords must keep records of the tenancy agreements and receipts for a period of three (3) years and must not destroy or damage such records as it is an offence under CCD 2010 to do so.

It is an offence under Section 56 of the CCD 2010 for failure to keep to the satisfaction of the Commission records as are customary and proper in the type of business carried. It is also an offence under Section 56 (3) to destroy any document whatever relating wholly or in part to any business carried on until a period of three years has elapsed since the documents originated without the consent of the Commission.

5.7 Rent Increase

5.7.1 From time to time rent may be increased after the fixed term period of the agreement has expired (in the absence of any rent freeze order) and subject to the Commission's

approval.

5.7.2 Before a landlord can increase the rent the Commission must first be given at least twelve (12) weeks' notice in writing. The notice must show the amount of the increased rent with justifications and the day from which the increased rent is to be paid. This also applies where an existing agreement is to be renewed.

5.7.3 If the notice is sent by post at least four (4) working days should be added to the amount of notice, to allow time for the notice to be delivered. Such notice should be sent by registered mail.

5.7.4 No rent increases are allowed during the rent freeze periods or during the twelve (12) weeks' notice period.

5.7.5 For rent to increase during a fixed term tenancy the agreement must have an added term showing the amount or method of calculating the increase. A twelve (12) weeks rent increase notice must still be given.

5.7.6 Section 45 (1) and Rent Freeze Order Legal Notice Number 75 of 2013 restrains a landlord from increasing the residential and ground rent.

5.8 Water and Electricity Bills

5.8.1 The responsibility to pay bills issued by the respective authorities rests with the tenant, or as the letting/tenancy agreement specifies.

5.8.2 Landlord must ensure that utility bills accounts are cleared before the tenancy begins.

5.8.3 If the bills are part of the rent payment, this must be clearly stated in the agreement.

5.8.4 In case where the tenants are to share the bill payments with the landlord or other tenants, the allocation must be mutually agreed between the parties and form part of the agreement.

5.8.5 Under no circumstances the connection fees can be passed on to the tenant.

5.8.6 A tenant can only be charged for the metered amount of water and electricity which they have used. For this reason it is important that the water meter and the electricity meter be read and the readings noted on the premises condition report before the start of each tenancy. Otherwise there will be no way of dividing the first account between the tenant and the former occupant.

5.8.7 The landlord or the landlord's agent must not impose any mark-up on the regulated water and electricity tariff rates.

5.8.8 The landlord must not disconnect water and electricity supply for disputes over nonpayment of rents or any other reasons during the occupancy of the premises by the tenant.

5.9 Privacy

5.9.1 Tenants have a basic right to privacy and quiet enjoyment of the premises that must be respected by their landlords.

5.9.2 The landlord must make sure they, or anybody else on their behalf, do not interrupt the tenant's reasonable peace, comfort and quiet enjoyment of the premises.

Harassment & Coercion is an offence under Section 60 of CCD 2010

5.10 Access

5.10.1 The landlord, agent or other authorized person may enter the premises only in the following circumstances:

- To carry out a general inspection of the premises if the tenant is given at least (seven) 7 days' notice to carry out necessary renovation, if the tenant is given at least two (2) days prior notice. The renovation must be necessary.
- To show the premises to prospective tenants on a reasonable number of occasions if the
- Tenant gets reasonable notice on each occasion. This access is only permitted during the final
 - 14 days of the tenancy;
 - to show the premises to prospective buyers[What is 'reasonable' is for the parties to agree upon]
- If there is good reason for the landlord to believe that the premises have been abandoned by the tenant;
- In the case of an emergency to safeguard his property;
- If the Tribunal orders that access be allowed; or
- If the tenant agrees.

5.11 Renovations

5.11.1 Landlord's Responsibilities – To ensure that premises are reasonably clean and fit to live in at the start of the tenancy. The landlord must then maintain the premises in a reasonable state of repair considering:

- the age of the premises;

- the amount of rent the tenant is paying; and
- the prospective life of the premises.

5.11.2 This does not mean that the premises must be let in perfect condition, or that the landlord must immediately attend to every small matter during the tenancy. The state of the property and level of repair expected should be in proportion to the premises' age and the amount of rent.

5.11.3 Urgent Renovation – Residential premises must always be “fit” to live in. A Landlord needs to organize an urgent repair, as soon as reasonably possible, after having been notified by the tenant of the fault or damage. An urgent repair is any work needed to fix:

- A burst water service;
- A blocked or broken lavatory system;
- A serious roof leak;
- A dangerous electrical fault;
- Flooding or serious flood damage;
- Serious storm or fire damage;
- A breakdown of water or electrical supply to the premises; and
- Any fault or damage that causes the premises to be unsafe or not secure.

5.11.4 Where the landlord fails to carry out the repairs upon notification from the tenant, the tenant can attend to repairs and be reimbursed by the landlord upon production of the receipts by the tenant. The landlord or agent must first be given a reasonable opportunity to arrange the work.

5.11.5 A landlord is required to reimburse the costs only if:

- The state of disrepair did not result from a breach of the residential tenancy agreement by the tenant,
- The tenant gave the landlord or the landlord's agent notice of the state of disrepair or made a reasonable attempt to do so,
- The tenant gave the landlord or landlord's agent a reasonable opportunity to make the repairs, if notice was given,
- The tenant has made a reasonable attempt to arrange for a licensed or otherwise properly qualified person nominated in the residential tenancy agreement to carry out the renovation, if such a person is so nominated,
- The repairs were carried out, if appropriate, by licensed or otherwise properly qualified persons,
- As soon as practicable after the repairs were carried out, the tenant gave the landlord or landlord's agent, or made a reasonable attempt to give the landlord or landlord's agent, a written notice.

5.11.6 The tenant is responsible for the replacement or repair of all consumables such as lights and taps.

5.12 How to Get Renovation Carried Out

5.12.1 The following steps are recommended when the tenant wants to have renovation or other work carried out:

- i. Phone or speak to the landlord or agent in person, and explain what you think the problem is or what you would like to be done to the premises. Write down somewhere the date of all conversations and what was said. This will be important if the problem is not easily resolved.
- ii. If the response is favorable write a letter to the landlord or agent confirming your view of what was agreed to in the conversation.
- iii. If the response is negative, consider carefully if the problem is important enough to pursue the matter. If you believe it is, write a letter to the landlord or agent outlining what needs to be done. Give a reasonable time limit in which you expect the work to be carried out.
- iv. If the work has not been done within a reasonable time write a final letter to the landlord or the agent explaining that you intend to apply to the Commission or other Consumer Protection Agencies or seek the help of an advisory.
- v. If all fails you can request to the Commission for mediation to advise the landlord to carry out work to maintain the premises in reasonable condition.
- vi. After attempting to resolve a matter and if no settlement could be reached, then the grieving party can refer the matter to the proper authority for consideration of an appropriate action –i.e
 - a. For monetary claims to the Small Claims Tribunal (if repairs have been completed by the tenant) if claim is less than \$5,000 or Magistrate Court if more; and
 - b. For other civil damages, then file a claim in a court of proper jurisdiction.

5.12.2 Under no circumstances should the tenant stop paying the rent (unless directed by a court of competent jurisdiction).

5.13 Responsibilities of Tenants over the Premises in regards to repairs

5.13.1 The tenant must keep the premises in a reasonable state of cleanliness, having regard to the condition of the premises at the start of the tenancy. If the premises include a yard, the lawns and gardens must also be kept neat and tidy by the tenant.

5.13.2 Tenants must notify the landlord or agent of any damage to the premises as soon as practicable, regardless of whom or what caused the damage. It is recommended that

this notice be put in writing.

5.13.3 The tenant must not intentionally or negligently cause or permit damage to the premises. Negligence means forgetting to do something which a reasonable person would usually do in the circumstances, or doing something which a reasonable person would not do. In simple terms it is a lack of care or attention.

5.13.4 A tenant is also responsible for damage caused by other occupants of the premises or any person the tenant allows on the premises.

5.13.5 A tenant cannot, except with the landlord's written permission to attach any fixture or make any renovation, alteration or addition to the premises. This ranges from small items such as putting picture hooks into the wall, adding locks or having a telephone installed, to larger matters like painting the whole premises.

5.13.6 Because a landlord has the right to refuse any requests by a tenant to add fixtures or otherwise change the look of the premises, tenants should discuss any proposals prior to moving in. Any consent by the landlord should be put in writing, preferably as an additional term of the agreement.

5.13.7 Tenants are responsible for repairing any damage that may result from the removal of a fixture, which they have added at any stage of the tenancy.

5.14 Locks and Security

5.14.1 Reasonable security- a landlord must provide and maintain such locks or other security devices as are necessary to ensure that the premises are reasonably secure. What is 'reasonably secure' will vary in different situations.

5.14.2 A landlord does not have to make the property so secure that the premises can never be broken into. The requirements of insurance companies are not the test of 'reasonable security'.

5.14.3 A tenant who believes at any time that the premises are not reasonably secured should immediately notify the landlord, preferably in writing, and request steps be taken to fix the problem.

5.14.4 If a tenant wishes to add locks or other security devices to make the premises more than reasonably secure, the tenant must obtain the landlord's prior consent and pay all costs.

5.14.5 A landlord or landlord(s) agent must give to each tenant named in the residential

tenancy agreement a copy of the key or any other opening device or information required to open a lock or security device for the residential premises or common property to which the tenant is entitled to have access.

5.14.6 The initial copies are to be provided free of charge but the landlord may recover from a tenant the cost of providing replacement or additional copies.

5.15 Use of Premises by Tenant

5.15.1 A tenant must not do any of the following:

- Use the residential premises, or cause or permit the premises to be used for a purpose other than that agreed to by the parties or for any illegal or immoral purpose including commercial activities;
- Cause or permit a nuisance;
- Interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of any neighbor of the tenant;
- Intentionally or negligently cause or permit any damage to the residential premises; and
- Cause or permit a number of persons to reside in the residential premises that exceeds any number specified in the residential tenancy agreement.

5.16 Ending the tenancy

5.16.1 Written notice must be given to the other party if a tenancy agreement is to be ended in the standard manner.

5.16.2 A notice of termination must:

- Be in writing;
- State the address of the premises;
- Be signed and dated;
- Allow the required period of time;
- Give the date on which the tenant intends to, or is requested to, move out;
- Give full details of all breaches (if any) or reasons for ending the agreement and, if given to a tenant; and
- Include a statement that information about their rights and obligations can be found in the tenancy agreement.

5.16.3 The notice can be posted or given personally. A notice cannot be stuck to or put under a door by the person sending the notice.

5.16.4 If the notice is sent by registered mail at least 4 working days (not including the day

the notice was sent) should be added to the amount of notice, to allow time for the notice to be delivered.

5.16.5 The notice period is counted from the day after the notice is served.

5.16.6 The notice period should be as per the terms in the agreement.

5.16.7 A landlord must note that Section 89 of Property Law of Fiji, Chapter 130 states that in the absence of express agreement between the parties, a tenancy of no fixed duration in respect of which the rent is payable weekly, monthly, yearly or for any other recurring period may be terminated by either party giving to the other written notice as follows:-

- i. Where the rent is payable yearly or for any recurring period exceeding one year, at least six months 'notice expiring at the end of any year of the tenancy; or
- ii. Where the rent is payable for any recurring period of less than one year, notice for at least a period equal to one rent period under the tenancy and expiring at any time, whether at the end of a rent period or not.

5.17 Termination by the Landlord

5.17.1 A landlord may terminate the tenancy agreement due to:

- **End of residential tenancy agreement at end of fixed term tenancy-** landlord may, at any time before the end of the fixed term agreement, give a termination notice for the agreement that is to take effect on or after the end of the fixed term.
- **Termination of periodic agreement** - A landlord may, at any time, give a termination notice for a periodic agreement in the case of:
 - Sale of premises
 - Breach of agreement by the tenant
- **For non-payment of rent by the tenant** - if the rent has remained unpaid in breach of the agreement for not less than 14 days and if no arrangement has been made by the tenant with the landlord or the agent.
- Serious damage done to the property by the tenant or other occupant(s)
- Use of premises for illegal purposes
- Personal Use of property

Notice period should be for at least a period equal to one rent period section 89 –Property Law

5.17.2 The termination notice must:

- Be in writing;
- Be signed and dated by the landlord or the agent
- Give the day on or by which the tenant is requested to vacate; and

- Where appropriate, give the grounds/reason for the notice.
- Be in accordance with the period stated in the tenancy agreement or in the absence of which, Section 89 of the Property Law Act is applied (–i.e..a minimum of a period equal to one rent period.) [*For example, where the rent is payable for any recurring period of less than one year, notice for at least a period equal to one rent period under the tenancy and expiring at any time, whether at the end of a rent period or not*]

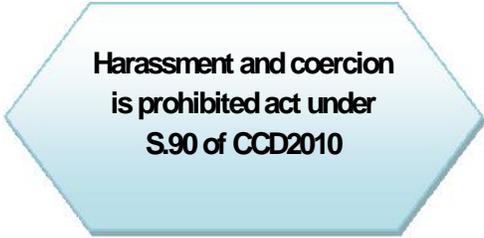
5.17.3 The law does not recognize an eviction notice which does not meet the requirements under the minimum notice period.

5.17.4 If the tenant doesn't voluntarily move out after the landlord has properly given the required notice to the tenant, the landlord can evict the tenant. In order to evict the tenant, the landlord must file a lawsuit in the court and obtain necessary court orders.

5.17.5 The tenant has the right to contest the eviction notice in a court through a private legal action.

5.17.6 Under no circumstances should the landlord or the agent must engage in the following:

- Physical intimidation;
- Abusive conduct;
- Locking out the tenant;
- Changing the locks- flats, gates and others;
- Removing the tenants' items;
- Disconnecting the utility services such as water and electricity and
- Restricting access of tenant to the rented facilities.



**Harassment and coercion
is prohibited act under
S.90 of CCD2010**

5.18 Termination by the Tenant

5.18.1 A tenant may terminate the tenancy agreement due to:

- The end of fixed term agreement;
- Termination of periodic agreement by tenant;
- Breach of agreement by the landlord;
- Rent increases during long-term fixed term leases;
- Termination by co-tenant of own tenancy resulting in hardship for the tenant; and
- Unforeseen circumstances.

5.18.2 On giving vacant possession of the residential premises, the tenant must do the following:

- Remove all the tenant's goods from the residential premises;

- Leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, and, if there is a condition report, as set out in the condition report applicable to the premises when the agreement was entered into;
- Remove or arrange for the removal from the residential premises of all rubbish, having regard to the condition of the premises at the commencement of the tenancy; and
- Return to the landlord all keys, and other opening devices or similar devices, provided by the landlord to the tenant.

5.19 Breaking an Agreement Early

5.19.1 If a tenant wants to end their tenancy agreement early they should give as much notice as possible (but not less than the notice period stated in the agreement), preferably in writing (keep a copy of the letter). It is a good idea to state the exact date you intend to leave and that you want the landlord (or agent) to find a new tenant.

5.19.2 Any assistance in finding a replacement tenant (such as making the property readily available for inspection) may help to reduce the costs involved.

5.20 Final Inspection

5.20.1 At, or as soon as possible after, the end of the tenancy both the tenant and the landlord/agent must carry out a final inspection of the premises.

5.20.2 The original condition reports should then be completed by both parties and signed off.

5.20.3 However, if a reasonable opportunity is given to the other party to be there and they do not show up, the report may be filled out in their absence or in the presence of an independent witness.

5.21 Returning Keys

5.21.1 Upon termination of the agreement and vacation of the premises, the tenant is responsible to return all keys given to them by the landlord or agent at the start of the tenancy.

5.22 Bond Refunds

5.22.1 During the tenancy, the rental bond is to be held by the landlord.

5.22.2 At the end of the tenancy, after the final inspection, a claim form should be filled out by the landlord or agent and given to the tenant to sign.

5.22.3 A landlord must return the left over bond to the tenant after deducting for any pending bills, rents or damages if agreed and signed by the tenant within 14 days after vacating the property and also deducting for any pending bills, rents or damages if agreed and signed by the tenant.

5.22.3 Any disagreement over how the bond is to be paid out should first be discussed between the parties.

5.22.4 If agreement cannot be reached, either party may send a claim form to the Small Claims Tribunal without the signature of the other party. The bond will not be paid out straight away but after consideration by the Tribunal.

5.22.5 No matter who applies to the Tribunal it is always up to the landlord to prove any claim on the bond.

5.23 Advertising a Residential Rental Property

5.23.1 A landlord or tenant must not advertise a rental property in a manner that is misleading or deceptive in regards to the property location, rental amount, premises condition and other material information.

5.23.2 An advertisement must not contain false representation about the ownership of the property.

5.23.3 Any advertisement for the letting of a premise must disclose, but not limited to the following information:

- Location of the property
- Rent amount offered.
- Property description in terms of the number of bedrooms and other facilities
- Contact details of the landlord or the agent.

False or misleading advertising is a prohibited act under Section 78 of CCD 2010

5.24 Subletting and Assignment

5.24.2 If not expressly prohibited by the landlord, the tenant may sublet or assign the premises with the landlord's prior written consent. Subletting without the written consent from the landlord will be deemed as breach of the agreement.

5.24.3 Consent may not be unreasonably withheld unless subletting is totally prohibited by the agreement.

5.25 Filing Tenancy Dispute with the Commission

5.25.1 It is recommended that the tenant and the landlord discuss to resolve the dispute amongst them, before seeking assistance from other authorities.

5.25.2 It is advisable that any dispute arising from the tenancy be conveyed by the complainant in writing to the landlord or vice versa.

5.25.3 A tenant may file a complaint with the Commission in regards to the unsatisfactory and unfair conduct of the landlord.

5.25.4 For disputes relating to the bond money, the complaint must seek assistance from the Small Claims Tribunal.

5.25.5 The tenant must lodge the complainant with the Commission via any of the following means:

- In – person;
- Via phone (3372178)
- Email (helpdesk@commcomm.gov.fj or complaints@commcomm.gov.fj)
- Online at www.commcomm.gov.fj;
- Through Fax (3372389).

5.25.6 It is the responsibility of the complainant to provide evidences such as receipts, tenancy agreement or any other documents to prove the claim(s) that he/she is making.

5.25.7 The Commission will only investigate complaints that falls under its jurisdiction under CCD2010.

5.25.8 The Commission does not guarantee a positive outcome of every complaint

5.25.9 The tenants and landlord must also note that CCD2010 exempts the Commission from looking into matter relating to the following Act:

- Native Land Trust Act, Cap 134;
- Agricultural Landlords and Tenants Act, Cap. 270;
- Rotuma Lands Act, Cap. 138;
- Banaban Settlement Act, Cap. 123; and
- Housing (Amendment) Decree 1989.

5.25.10 The Commission wishes to further advice that landlord and tenants that renting out premises in a squatter settlement is prohibited and the Commission does not have jurisdiction to investigate such complaints.

Landlords and Tenants must note that CCD2010 provisions shall not be construed to require the Commission or any officer of the Commission to give, any person advice concerning the rights and liabilities in law of the person concerning any matter, or to aid in the enforcement of the rights of the person.

5.25.11 Landlords with issue of rights and liabilities in the tenancy agreement must contact private legal counsel for advice.

For Further Information contact the Commission

SUVA

Postal Address: PO Box 5031, Raiwaqa, Suva.
 Location: Level 1, Garden City Complex, Raiwaqa, Suva, Fiji.
 Phone: [\(+679\) 337-2178](tel:+6793372178)
 Fax: [\(+679\)337 -2389](tel:+6793372389)
 Email: helpdesk@commcomm.gov.fj

LABASA

Postal Address: P O Box 262, Labasa, Fiji.
 Location: Rosawa Street, Namako House, Labasa.
 Phone/Fax: [\(+679\) 881 1155](tel:+6798811155)
 Email: FCC-North@commcomm.gov.fj

RAKIRAKI

Rakiraki Town Council Building
 Vaileka
 Rakiraki.
 Mobile: [9961998](tel:9961998).
 Email: fcc-rakiraki@commcomm.gov

LAUTOKA

Postal Address: P O Box 594, Lautoka, Fiji.
 Location: 1st Floor, Shah Investment Building,
 Office 2, 5Tukani Street, Lautoka, Fiji.
 Phone/Fax: [\(+679\) 666 1853](tel:+6796661853)
 Email: FCC-West@commcomm.gov.fj

SIGATOKA

Chabildas Building,
 Main Street Sigatoka.
 Mobile: 9052004.
 Email: fcc-sigatoka@commcomm.gov.fj

SAVUSAVU

DO's Office,
 Daniva Street
 Savusavu.
 Mobile: [9930855](tel:9930855), 9525602.
 Email: fcc-savusavu@commcomm.gov.fj

Annexure 1: Sample Tenancy Agreement

TENANCY AGREEMENT

This Agreement is between:

(Insert Landlord's Name)	The Landlord
(Insert Tenant's Name)	The Tenant or Tenants
(Insert Agents 's Name if applicable)	The Agent

Commencement Date

(Insert Commencement Date)

Ending Date

(Insert the ending date of the agreement)

Renewal

(State if it's a renewable contract or a fixed term contract)

Property Location

(Insert the particulars about the property-Flat Number, title Number, Physical address etc)

The Rent is

Weekly/Monthly/Yearly

Deposit/Bond

Rent Due Date

Maximum number of Occupants

No more than ----- persons may ordinarily live in the premises at any one time.

1. Tenancy Agreement

1.1 The parties. This Tenancy agreement ('the tenancy') is between:

The landlord

[Empty text box for landlord name]

Whose address is

[Empty text box for landlord address]

And the tenant(s) (individually and together if there is more than one person)

[Empty text box for tenant name]

And is offered and accepted on the following terms and conditions.

1.2 The accommodation. The tenancy concerns the following address

[Empty text box for accommodation address]

'Accommodation' includes the fixtures, fittings, furniture and furnishings specified in the inventory checked/conditions report and signed by the landlord and the tenant and attached to this agreement.

1.3 The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises/accommodation include the additional things (if any) noted under 'the Conditions Report'.

The landlord agrees to give the tenant:

- a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf,
- a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable

1.4 The tenant agrees:

- to pay rent on time,
- reimburse the landlord for the cost of replacing lost keys and damages to the property by the tenant, and
- to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorized deposit-taking institution as a result of funds of the tenant not being available for

rent payment on the due date.

1.5 Period of tenancy. The tenancy starts on ----- (The entry date) including that day. The period of the tenancy is ----- from the start of this tenancy. The term of the tenancy is renewable on mutual agreement. Unless the landlord or the tenant has brought the tenancy to an end at, or before, the end of the period, the tenancy will continue on a month to month basis until terminated in terms of Section 5 of this agreement.

1.6 Rent. The rent is ----- per **month** payable in advance on the ----- of the each month. (This excludes the utilities bills.

1.7 Method of Payment.

- By Standing Order to the landlord/ agent
- By cheque to the landlord/ agent
- By cash to the landlord/agent
- By Housing Benefit

Either party to this agreement can change the method of payment by giving the other party one month’s prior written notice and on mutual agreement.

1.8 Rent Receipt The landlord will provide the tenant with a rent receipt free of charge, as required under the **Commerce Commission Decree 2010.**

1.9 Rent increases. Currently there is a rent freeze order in place. The order expires on 31 December, 2014. During this period, no rent increases is allowed. The current rent of -----will remain fixed during the tenancy period. The rent may be reviewed at the end of the tenancy period in the absence of any rent freeze order.

1.10 Bills. The tenant is solely liable for the payment of all charges for the supply of utilities (such as electricity, water and telephone), in respect of the accommodation during the period of the tenancy. The tenant must not seek, or allow, disconnection of any utility, or alter the identity of the supplier without the prior written permission of the landlord. The tenant will be liable for the cost of reconnection of any of these services.

1.11 Deposit/Bond. The tenant is required to pay a deposit of ----- . This is payable on the day on which the tenancy commences. The deposit will be held by the Landlord. At the end of the tenancy the deposit will be returned to the tenant subject to deductions for any non-payment of rent, bills or damage caused to the property.

Under no circumstances the bond money can be used by the tenant as the last month’s rent for the tenancy period.

If there is no dispute over the amount of the deposit to be refunded to the tenant, then the deposit will be refunded to the tenant within 14 days from the date repayment of the deposit is requested or vacation of the premises by the tenant. If the tenant /landlord has a dispute over the amount of the deposit being

returned, they can avail of the dispute resolution mechanism provided free of charge by the Small Claims Tribunal.

In cases of damages to the property, the landlord will obtain three quotations and make deductions accordingly from the bond held. The Tenant is at a liberty to do the same and get the damages repaired upon written consent from the Landlord.

1.12 Breach. If the landlord or tenant is in material breach of any terms or conditions of the tenancy either party is entitled to terminate the tenancy by giving a months' notice (Or any other agreed notice period as per the written agreement) .

1.13 Declarations by tenant

The signature of the tenant on this agreement confirms the following:

- that the tenant has not knowingly or carelessly given false or misleading information to the landlord in connection with obtaining this tenancy;
- that the tenant made a full and true disclosure of all information sought by the landlord in connection with the grant of this tenancy;

1.14 Service of notices. Any notices or documents may be served on or sent to the landlord at the address in paragraph 1.1 above. The landlord shall be entitled to send, serve or deliver any notice or document to the tenant at the address of the accommodation.

1.15 Permissions. Wherever in this agreement the permission of the landlord is required, that permission will not be unreasonably withheld or delayed.

2.0 USE OF THE ACCOMMODATION

2.1 Private Residence. The tenant as named in this agreement must occupy the accommodation only as his/her private residence.

2.1 Assignment. The tenant is not entitled to assign the tenancy, sub-let any part of the accommodation, take in lodgers or other paying guests or otherwise part with possession of any part of the accommodation without the prior written permission of the landlord. The tenant must not operate any kind of business from the accommodation without the prior written permission of the landlord. (Parties can mutually agree otherwise)

2.3 Take reasonable care. The tenant, and those living with or visiting the tenant, will take reasonable care not to cause or allow damage to be caused to the accommodation, decoration, fixtures, fittings, furnishings, the common parts and property of neighbors. Walls should not be nailed and no pasting for of any kind is allowed on the walls using glue, cello tape etc.

2.4 Security. The tenant and landlord will take all reasonable steps to safeguard the accommodation against burglary. The tenant will inform the landlord in advance if the accommodation is to be left unoccupied for more than 30 days.

2.5 No illegal or immoral use. The accommodation must not be used for illegal or immoral purposes. Excessive music or noise is strictly a prohibited act under this agreement.

2.6 Pets. The tenant must not keep any domestic pets without the prior written consent of the landlord.

2.7 Common parts tidy. The tenant must keep the common parts clean and tidy to the extent that it is within his control to do so.

2.8 Refuse. The tenant must ensure that household refuse is placed in bin liners, sealed and placed in the wheellie bin provided, serving the property. The local council's arrangements for refuse collection must be complied with by putting all the household rubbish in the bin store or other proper place allocated for it. If no such place exists, rubbish must not be placed anywhere in the common parts and should be put out for collection only on the day designated for collection.

3.0 RESPECT FOR OTHERS

3.1 Anti-social behaviour. The tenant, those living with the tenant and visitors to the accommodation must not harass, or act in an anti-social manner to, any person in the neighbourhood on any ground, including that person's racial or ethnic origin, colour, religion, sex, gender, sexual orientation, age, disability or other status

3.2 Anti-social means causing, or likely to cause, alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress.

3.3 Quiet family prayers can be held without causing any disturbance to the other tenant as, landlord of the neighbors.

3.4 Provided the tenant abides by the conditions stated in this agreement, the landlord shall allow the tenant to have quiet enjoyment of the property without interruption.

4.0 REPAIRS AND MAINTENANCE

4.1 Landlord's Responsibilities and Rights

4.1.1 Commencement of tenancy. The landlord ensures that at the beginning of the tenancy, the property is fit to be lived in.

4.1.2 Repairs. During the course of the tenancy, the landlord will carry out repairs or other work necessary to make the accommodation fit to be lived in. The landlord or his agent will take care of the tenant's property when carrying out such repairs. The landlord will be responsible only for maintaining the property in the condition in which it was rented out at the beginning of the tenancy.

4.1.3 Specific repair obligations. The landlord will keep in repair and in proper working order:

- The structure and outside of the property.
- The exterior paintwork of the property.
- Installations for supply of the water and electricity.
- Installations for sanitation (for example sinks, baths, showers, toilets).

4.1.4 Defective fixtures and fittings. The landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the landlord in the accommodation, which become defective; and will do so within a reasonable period of time.

4.1.5 The landlord is to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy. Any subsequent replacement of the globes, leaking taps etc will be the tenant's responsibility.

4.1.6 The landlord's obligations to repair, maintain and decorate must be construed subject to the following:

- The landlord is not under any duty to repair or maintain anything which is a tenant responsibility or to carry out any works for which the tenant is liable by virtue of this agreement or otherwise.
- The landlord is not under any duty to repair or maintain anything:
 - (i) which was not constructed or provided by the landlord, or any person from whom the landlord derived title, or any previous tenant (other than anything which was constructed or provided by the tenant and in respect of which the consent of the landlord has been given); or
 - (ii) which the tenant is entitled to remove from the dwelling.
- The landlord is not under any duty to carry out any work by virtue of its obligations to repair or maintain until a reasonable period has elapsed after the landlord has been given written and specific notice (by or on behalf of the tenant) of the need for such work.

4.1.7 Right of entry. The landlord has the right to enter the accommodation for inspection or to carry out repairs or maintenance to the accommodation or the utilities serving it, at reasonable times during the day on 48 hours' prior written notice.

4.1.8 Common parts. The landlord will take reasonable steps to keep the common parts in repair and fit for use by the tenant.

4.1.10 All request for repairs and maintenance must be directed to the landlord in writing. The landlord will attempt to attend to the urgent repairs in a reasonable time frame.

4.1.11 The types of repairs that are urgent repairs are defined as follows:

- (a) Burst water services;
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system (not caused by the tenant)
- (d) a serious roof leak,
- (e) a dangerous electrical fault,
- (f) flooding or serious flood damage,
- (g) serious storm or fire damage,
- (h) a failure or breakdown of the electricity or water supply to the premises,

5.0 Tenant's Responsibilities and Rights

5.1 Duty to report. The tenant must report any damage to the accommodation, or the common parts, or the need for repairs or maintenance, as soon as reasonably practicable. The tenant must immediately report to the landlord any emergencies affecting the accommodation including interruption to the supply of water and electricity.

5.2 Reasonable care and maintenance. The tenant is responsible for taking reasonable care of the accommodation. This includes carrying out minor routine maintenance, replacement of appliances and internal decoration. The tenant must keep the accommodation in a reasonable state of cleanliness and decoration.

5.3 Repairs through tenant fault. The tenant is responsible for repair (including replacement) of damage to the accommodation, or loss of any of the fixtures, fittings and items in the inventory, caused through the fault of the tenant, anyone in the tenant's household or visitors of the tenant. For the avoidance of doubt the tenant must bear the cost of clearing blocked drains caused by dirty gully traps, or clearing waste pipes inside individual dwellings where the obstruction has been caused by misuse.

5.4 Alterations. The tenant is not entitled without the prior written permission of the landlord to:

- alter, improve or enlarge the accommodation;
- add new fixtures or fittings to the accommodation;
- Nail the walls or any other parts;
- Paste cello tape or glue on the walls;
- install external satellite aerials or dishes;
- erect any type of sign, flag or advertisement visible from outside the accommodation;
- erect a shed, garage or other structure at the accommodation;
- decorate the outside of the accommodation;
- change any of the locks in the accommodation or add new locks.

6.0 ENDING THE TENANCY

The tenancy may be ended in any of the following ways:

- when the period of the tenancy as agreed in paragraph 1.5 has expired; or
- after the term of the tenancy as outlined in paragraph 1.5 has expired and the tenancy has continued on a month to month basis either party must give one month's prior written notice to terminate the tenancy as required under the Property Law of Fiji; or
- in the case of material breach to the agreement by either party one month's (or any other expressed notice period) prior written notice must be given to the other party to terminate the tenancy. Failure of the tenant to give one month's notice (or any other agreed notice period) will result in the tenant forfeiting the bond money. Failure of the landlord giving one months (or any other agreed notice period) notice will require the landlord to reimburse/pay the tenant one month's rent.
- The tenancy will continue until the day the tenant has returned all the keys to the landlord and rent will be payable until the day the keys are returned.
- Any legal and administrative fees and charges incurred by the landlord in evicting the tenant after the expiry of the eviction notice period will be borne by the tenant unless decided otherwise by Small Claims Tribunal or a court of competent jurisdiction if the matter ends up a legal action.

SIGNED BY THE LANDLORD/AGENT

Name _____

Signature _____

Date of Signature _____

Name of Witness _____

Signature _____

Date of Signature _____

Address of Witness _____

SIGNED BY THE TENANT

Name _____

Signature _____

Date of Signature _____

Name of Witness _____

Signature _____

Date of Signature _____

Address of Witness _____

Annexure2: Property Inspection Report

This report is intended to help avoid disputes

This should be used to record the condition of the property at the start of the tenancy.

The landlord (L/L) and the tenant (T) should fill out this form together, and tick the appropriate box if the condition is acceptable. or record any damage or defects.

L EN/D NING	Walls/Doors			
	Lights/PowerPoint			
	Windows			
	Floors/FI.coverings			
	Blinds/Curtains			
KI BAT ROOM	Walls/Doors			
	Lights/power points			
	Floors/FI.coverings			
	Windows			
	Blinds/Curtains			
	Cupboards			
	Sinks/Benches			
BAT ROOM	Oven			
	Refrigerator			
	Dishwasher			
	Walls/Doors			
	Lights/power points			
	Floors/FI.coverings			
	Windows			
LAUND Y	Blinds/Curtains			
	Mirror/Cabinet			
	Bath			
	Shower			
	Washbasin			
	Toilet(WC)			
BED OOM 1	Walls/Doors			
	Floors/FI.coverings			
	Lights/PowerPoint			
	Windows			
	Blinds/Curtains			
	Washing machine			
	WashTub			
BED OOM 2	Lights/Power points			
	Walls/Doors			
	Lights/PowerPoint			
	Floors/FI.coverings			
	Windows			
	Blinds/Curtains			
BED OOM 3	Walls/Doors			
	Lights/power points			
	Floors/FI.coverings			
	Windows			
	Blinds/Curtains			
BED OOM 4	Walls/Doors			
	Lights/power points			
	Windows			
	Blinds/Curtains			
GENERAL	Walls/Doors			

List of furniture and Chattels

Provided by the landlord

Water Meter Reading

For use if charging for water

At start of tenancy

Signatures of Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report

Signed by

LANDLORD

Date signed

Signed by

TENANT

Date signed

Rent and Bond Receipt

Initial rent payment (\$)

Bond (\$)

Total (\$)

