

# RESIDENTIAL RENTAL AGREEMENT

Eluruumi üürileping — governed by Estonian VÕS § 271-338

## LANDLORD (Üürileandja):

Full name: \_\_\_\_\_  
Personal ID code: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact (phone / email): \_\_\_\_\_  
Bank account (IBAN, for rent payment): \_\_\_\_\_

## TENANT (Üürnik):

Full name: \_\_\_\_\_  
Personal ID code: \_\_\_\_\_  
Permanent address: \_\_\_\_\_  
Contact: \_\_\_\_\_

## 1. RENTAL OBJECT

Property address (full): \_\_\_\_\_  
Type (apartment / house / room): \_\_\_\_\_  
Total area (m<sup>2</sup>): \_\_\_\_\_  
Number of rooms: \_\_\_\_\_  
Floor (if apartment): \_\_\_\_\_  
Inventory included (furniture, appliances) — see Annex 1: \_\_\_\_\_

## 2. RENT AND PAYMENTS

Monthly rent (EUR): \_\_\_\_\_  
Rent due date (e.g., "by 5th of each month"): \_\_\_\_\_  
Utilities: included / paid by Tenant separately: \_\_\_\_\_

Utility costs (electricity, water, heating, internet) are paid by: & Landlord & Tenant & Shared. Utility provider accounts to be transferred to Tenant's name if Tenant pays directly.

## 3. SECURITY DEPOSIT

Deposit amount (EUR): \_\_\_\_\_  
Equivalent in monthly rents (max 3 per VÕS § 308): \_\_\_\_\_

Deposit returned within 2 months after tenancy ends, less any deductions for damages or unpaid rent (VÕS § 309). Deposit must NOT be used as last month's rent without Landlord's consent.

## 4. TERM

This Agreement is concluded for: & INDEFINITE TERM (terminable with notice) & FIXED TERM until \_\_\_\_\_ (specify end date).

Start date: \_\_\_\_\_.

## 5. RENT INCREASES

For indefinite agreements: Landlord may increase rent no more than once per year, with at least 90 days written notice (VÕS § 299). Increase must be reasonable and justified.

## 6. TENANT'S OBLIGATIONS

- 6.1. Pay rent on time and utilities (if applicable).
- 6.2. Use the property only for residential purposes.
- 6.3. Take reasonable care of the property; minor repairs at Tenant's expense.
- 6.4. Notify Landlord of any damage or required major repairs.
- 6.5. Allow Landlord access for inspection with reasonable notice (at least 7 days, except emergencies).
- 6.6. NOT sublet without Landlord's written consent (VÕS § 288).

## 7. LANDLORD'S OBLIGATIONS

- 7.1. Deliver the property in habitable condition.
- 7.2. Maintain the property's structural integrity (roof, walls, plumbing).
- 7.3. Major repairs at Landlord's expense (unless caused by Tenant).
- 7.4. Respect Tenant's right to quiet enjoyment.
- 7.5. Provide notice as required by law for any visits or changes.

## 8. TERMINATION

- 8.1. **\*\*INDEFINITE term\*\***: either party may terminate with 3 months written notice (VÕS § 312).
- 8.2. **\*\*FIXED term\*\***: ends automatically on the agreed date. Early termination only for cause (material breach by other party — VÕS § 313).
- 8.3. **\*\*Tenant's extraordinary right\*\***: may terminate immediately if property becomes uninhabitable (VÕS § 322).
- 8.4. **\*\*Landlord's extraordinary right\*\***: may terminate for serious breach (non-payment > 2 months, severe damage, illegal use — VÕS § 316).

## 9. INVENTORY AND MOVE-IN ACCEPTANCE

Tenant inspects the property before signing. Property condition documented in Annex 2 (Property Acceptance Act / Korterit üleandmise-vastuvõtmise akt) with photos. Both Parties sign Annex 2 upon move-in and move-out.

## 10. GOVERNING LAW

Governing law: Republic of Estonia. Disputes resolved through negotiation, then by Estonian courts. Estonian language version (if available) shall prevail in case of conflict.

Place: \_\_\_\_\_ Date: \_\_\_\_\_

LANDLORD

TENANT

\_\_\_\_\_

\_\_\_\_\_

(allkiri, kuupäev)

(allkiri, kuupäev)

*Note: this template follows Estonian rental law (VÕS § 271-338). For rental terms exceeding 1 year — recommended to notarize and register in Estonian Land Register (kinnistusraamat) for protection against new owners. For short-term Airbnb-style rentals — different rules apply.*

*Mall: dokud.ee — informatiivne, ei asenda õigusabi. dokud.ee  
ei vastuta kasutamise tagajärgede eest.*