

# Housing Rental Contract

On this day \_\_\_\_\_ month \_\_\_\_\_ year  
\_\_\_\_\_,

this contract was signed at (place)

\_\_\_\_\_

between

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

\_\_\_\_\_,

a party referred to as the tenant,

and \_\_\_\_ Mr. Samran Apaipong (Khun Sam), นายสำราญ อภัยวงศ์ (คุณแซม)  
\_\_\_\_\_,

a party referred to as the landlord.

The parties agree to the following:

## Clause 1. Rental Place

The landlord agrees to rent to the tenant, and the tenant agrees to rent from the landlord

a house named

\_\_\_\_\_ ,

house number \_\_\_\_\_ , located within the property of **Baan Sammi**, with the address

house numbers 79–79/4, village number (mu thi) 6,  
street (thannon) Ban Pa Tio – Ban Pa Yang Poi Road,  
subdistrict (tambon) Pa Lan, district (amphoe) Doi Saket,  
province (changwat) Chiang Mai, postcode 50220,  
referred to as the rental place.

The tenant agrees to use the rental place for residence only.

## **Clause 2. Rent**

The tenant starts paying rent on: day \_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_ .

The tenant agrees to pay the landlord a monthly rent of:  
\_\_\_\_\_ Baht every  
month

in advance, i.e., on the first / fifteenth day of each month.

The tenant promises to rent the house for at least \_\_\_\_\_ months.

Rent payments may continue indefinitely, with no need to renew this contract, until the tenant or landlord wishes to terminate the rental contract by following the procedure described below.

### **Clause 3. If the Tenant Wants to Leave**

If the tenant wants to leave the rental place for any reason, the tenant must give the landlord advance notice of at least two months (or 60 days). The tenant must continue to pay rent during this notice period. When the tenant notifies the landlord, the landlord does not have to return any rent payments the tenant has already made. However, if the notice period extends into a new rent cycle (as defined in Clause 2 above), the landlord must charge only for the months that the tenant will use, not charge the full amount for that cycle.

### **Clause 4. If the Landlord Wants to Terminate the Contract**

If the landlord wants to stop renting the rental place to the tenant for any reason (including the sale of the rental place), then the landlord must give the tenant advance notice of at least two months (or 60 days). The landlord must allow the tenant to stay in the rental place during this notice period, and, if and only if the tenant stays, the tenant must pay rent during this notice period. The landlord must return, to the tenant, any portion of rent that the tenant has already paid but cannot use. If the tenant must make a new rent payment during the notice period, the landlord must charge only for the percent of time that the tenant will be able to use, not charge the full amount for that cycle.

## **Clause 5. Receipts**

Each time the tenant pays rent, the landlord agrees to sign a written receipt as proof of payment. If the tenant transfers the rent to the landlord's Thai bank account, the tenant should send (online) a photo of the transfer slip to the landlord, and the landlord must not issue a written receipt to the tenant.

## **Clause 6. Utilities and Taxes**

The tenant pays:

Private electricity according to the PEA electricity bill: 100%.

Community electricity: 0%.

Privately used in-house tap water (in kitchen and bathroom): 0%.

Privately used gas (for cooking and/or showering), if available: 100%.

Private mobile phone internet: 100%.

Community Wi-Fi internet, if available: 0%.

Trash disposal: 0%.

Private garden cleaning (from leaf litter, weed): 100%.

Private garden plant maintenance: 0%.

Community garden maintenance: 0%.

Land and property tax: 0%.

Other: \_\_\_\_\_  
%

Other: \_\_\_\_\_  
%

The landlord pays:

Community electricity: 100%.

Privately used in-house tap water (in kitchen and bathroom): 100%.

Privately used gas (for cooking and/or showering), if available: 0%.

Community Wi-Fi internet, if available: 100%.

Trash disposal: 100%.

Private garden cleaning (from leaf litter, weed): 0%.

Private garden plant maintenance: 100%.

Community garden maintenance: 100%.

Land and property tax: 100%.

Other: \_\_\_\_\_  
%

Other: \_\_\_\_\_  
%

### **Clause 7. Security Deposit**

The tenant has to pay the landlord a security deposit.

The amount of the security deposit equals \_\_\_\_\_ month rent:

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Baht.

The security deposit is for guaranteeing house reservation before occupying the house, to cover any damage caused by the tenant or the tenant's guests during the rental period, or to cover unpaid rent or other bills.

The tenant and landlord have both inspected the rental place.

They agree to the following wear and damage that existed before the tenant moved in:

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## **Clause 8. Damage**

If any damage to the rental place occurs as the result of the tenant's action or inaction, or the tenant's guests' action or inaction, aside from reasonable wear and tear, the tenant must pay all repair costs.

### **Clause 9. Return of Security Deposit**

If the tenant leaves the rental place, the landlord agrees to return the full security deposit, except that the landlord may subtract:

- a) any repair costs for damage (other than reasonable wear and tear), that the tenant has caused but not yet repaired,
- b) any rent which is due but which the tenant has not paid, and
- c) the full security deposit amount, if the tenant leaves the rental place before the promised minimum period from Clause 2.

The landlord shall not withhold the security deposit money for any other reason.

### **Clause 10. Destruction of the Rental Place**

In the event of the destruction of the rental place (such as by fire, storm, or flood) which is not the fault of the landlord, the landlord is not required to return any rent that the tenant has already paid or to compensate the tenant for any property losses, and the tenant is not required to make any further rent payments.

## **Clause 11. Improvements**

If the tenant wishes to make any kind of improvement that cannot be removed without causing damage to the rental place (e.g., adding a new building or room, replacing a window or door, replacing a hot-water heater, replacing the air conditioner), the tenant must first secure written permission from the landlord, and any items repaired or installed become the property of the landlord without any need for the landlord to compensate the tenant for expenses.

If the tenant wishes to make any kind of improvement to the rental place that can be removed without causing damage to the rental place (e.g., new furniture), the tenant does not need to secure the permission of the landlord, the repaired or installed items remain the property of the tenant, and the tenant is responsible for returning the rental place to its original state (e.g., sealing holes, painting walls) if the tenant leaves the rental place.

In any case, where it may be unclear or difficult to remember who owns any given structure or item, the tenant and landlord agree to clarify ownership in writing.

## **Clause 12. Tenant Behavior**

The tenant must take proper care of the rental place (house and private garden area) and its surroundings, and not allow them to become messy, dirty, or smelly. The tenant must not make noise that annoys anyone else. The tenant must not do anything, that is offensive or dangerous to those nearby.

### **Clause 13. Subletting**

The tenant agrees not to sublet the rental place to any other person unless the tenant obtains written permission from the landlord.

### **Clause 14. Change of Purpose**

If the tenant wishes to start using the rental place for a different purpose than the one written above in this contract (e.g. change to executing a business), the tenant must obtain written permission from the landlord.

### **Clause 15. Inspection**

The tenant must allow the landlord (or a representative of the landlord) to enter and inspect the rental place and its premises within 48 hours of any request from the landlord (or representative).

**Clause 16. Tenant Breach of Contract**

If the tenant violates any clause of this contract, the tenant agrees that the landlord has the right to seize back the rental place and any rented items immediately, and the right to terminate the contract immediately.

**Clause 17. Landlord Breach of Contract**

If the landlord violates any clause of this contract, the landlord agrees that the tenant has the right to leave immediately with all the tenant's belongings, without making any more rent payments, and that the tenant has the right to terminate the contract immediately.

**Clause 18. Online Documents**

The tenant has read and understood the content of the following two online documents, which are relevant for every tenant of the Baan Sammi houses, and confirms to accept the rules contained therein fully and to follow the rules and recommendations:

DETAILS ON RENTAL TERMS

<https://baansammi-rt.blogspot.com/>

# HOUSE MANUAL, RECOMMENDATIONS, AND ADVICE FOR YOUR STAY

<https://baansammi-nr-guide.blogspot.com/>

## Clause 19. Inventory

The following main furniture and main electric and other equipment is included in the rental place and belongs to the landlord:

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**Clause 19.**

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**Clause 20. Signatures**

Both parties have read and understood all clauses of this contract and have signed below as evidence of this.

Landlord

Signature

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Name and address: Mr. Samran Apaipong, 79 M. 6, T. Pa Lan, A. Doi

Saket, Chiang Mai, 50220, phone 089 6339517, email:  
baansammith@gmail.com

Landlord's Witness

Signature

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(Name Printed

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Tenant 1

Signature

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(Name Printed

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Tenant's Witness

Signature

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(Name Printed

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Tenant 2

Signature

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(Name Printed

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Tenant's Witness

Signature

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(Name Printed

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