

TENANCY AGREEMENT

PARTIES

1 The agreement is made in duplicate between;

on behalf of Aura Homes

Baran H. Geyik
Name

the Landlord at

F. Kerim Gökay Cad. No. 44, A1/28, Kadıköy, 34722, Istanbul
Address

Postal Code

+90 532 487 87 24
Phone

and

_____, the Tenant at
Name

Home University / Institution / College

Phone

PREMISES

2 The PARTIES agree that The Landlord will rent to the Tenant and the Tenant will rent from the Landlord the following residential premises:

- Nazifbey Sokak, No. 19, Nuray Apartmanı, Kat: 2, Daire: 5, Söğütluçeşme PK: 34718, Kadıköy, İstanbul / TURKEY
- Kasımağa Sokak, No. 2, Serhat Apartmanı, Kat: 1, Daire: 1, Rasimpaşa Mah., PK: 34716, Kadıköy, İstanbul / TURKEY
- Gürbüz Türk Sokak, No. 6, Sarier Apartmanı, Bodrum Kat, Daire: 1, Caferağa Mah., PK: 34710, Kadıköy, İstanbul / TURKEY
- Gürbüz Türk Sokak, No. 6, Sarier Apartmanı, Kat: 2, Daire: 4, Caferağa Mah., PK: 34710, Kadıköy, İstanbul / TURKEY
- Gürbüz Türk Sokak, No. 6, Sarier Apartmanı, Kat: 3, Daire: 5, Caferağa Mah., PK: 34710, Kadıköy, İstanbul / TURKEY
- Gürbüz Türk Sokak, No. 6, Sarier Apartmanı, Kat: 4, Daire: 6, Caferağa Mah., PK: 34710, Kadıköy, İstanbul / TURKEY
- Kasımağa Sokak, No. 2, Serhat Apartmanı, Kat: 3, Daire: 3, Rasimpaşa Mah., PK: 34716, Kadıköy, İstanbul / TURKEY
- Ali Suavi Sokak No. 20, Palmiye Apartmanı, Kat: 3, Daire: 7, Osmanağa Mah., PK: 34714, Kadıköy, İstanbul / TURKEY
- Cumhuriyet Caddesi No. 35, Daire: 40, Ayazağa Oyak Sitesi 27. Blok, Huzur Mah., 34386, Sarıyer, İstanbul / TURKEY
- Fahrettin Kerim Gökay Caddesi No. 44, Beyazköşk Sitesi, A1 Blok, Kat: 19, Daire: 38, Ziverbey, 34722, Kadıköy, İstanbul / TURKEY
- Ali Suavi Sokak No. 20, Palmiye Apartmanı, Kat: 2, Daire: 5, Osmanağa Mah., PK: 34714, Kadıköy, İstanbul / TURKEY

- PERIOD** 3 The tenancy is to begin from _____ and is to run from month to month. The tenancy is for a fixed term and it expires on _____ . Breaching of this rule may result in the deduction of deposit.
- RENT**
- 4 The first payment of rent is due on the _____ day of _____ 2019. and thereafter payments are to be made on daily basis (30 days). Tenant will pay at the following rate: _____ per 30 days.
- 4.1 The following services are the responsibility of the Tenant.
- * Consumable Materials (toilet paper, soap, shampoo, food etc.)
 - * Any repairs works after 7 days from move-in date
 - * Any given damage to the room or the flat
- 4.2 Rent increases must be notified minimum 1 month prior to increase.
- 4.3 Rents shall be made by cash to the Landlord in person on the above-mentioned date.
- 4.4 If the Tenant would like to pay in another currency, then the currency of the each payment date shall be taken into account. Each of these currencies shall not be lower than the currency of the first day of rental agreement.
- DEPOSIT** 5 A security deposit in the amount of _____ has been paid by the Tenant to the Landlord which cannot exceed on month's rent and may be applied to the last month's rent. This amount will be returned to the Tenant at the end of his / her staying if there is no breach in the T&Cs of this agreement.
- TERMINATION
of TENANCY**
- 6 The Landlord or the Tenant shall give notice to terminate in writing by e-mail.
- 6.1 Notice of Leave by the Tenant must be given at least 6 weeks prior to his / her leave. Terminations earlier than this limit may result in the deduction of deposit as the Landlord may not be able to have enough time to find a new tenant in the middle of academic year.
- 6.2 Notice of Leave by the Landlord must be given to the Tenant at least 3 weeks in advance.
- 6.3 Due to the unacceptable behaviours of the Tenant such as not paying the rent on time, racist, violent and / or any other insufferable acts to the Landlord or other tenants or neighbours, the Landlord has a right to ask the Tenant to leave the premises immediately.

**TERMS and
CONDITIONS**

7 The following terms and conditions apply:

- 7.1 Conditions of Premises** – the Landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.
- 7.2 Bills & Utilities** – the Landlord will cover all expenses such as, but not limited to, hot water, water, gas, electric, wireless internet, phone and cable TV (if exists), apartment fee and any other legal costs of the above-mentioned premises and then reimburse from the Tenant.
- 7.3 Malicious Acts & Misusages** – where the Landlord has a duty to pay all bills, fees and legal costs written in Clause 7.2, to avoid malicious acts and misusages may be given by the Tenant, the Tenant has a maximum limit of monthly bills per month. The cost of the bills such as gas, water, electricity, internet, etc. can be controlled with the below-written utility numbers via each service provider’s website.

Gas Utility No: _____ www.igdas.com.tr
 Water Utility No: _____ www.iski.gov.tr
 Electricity Utility No.: _____ www.ayedas.com.tr
 Internet Utility No.: _____ www.ttnet.com.tr

In the excess of monthly bills, the following calculation will be made to collect the excess amount from the Tenant.

(TMB / NoR)* – 100 TL = The Excess Amount per Room

For example: (500 TL / 4) – 100 TL = 25 TL excess per Room

* TMB = Total Monthly Bills
 NoR = Number of Rooms in the Flat

- 7.4 Good Behaviour** – a Tenant shall conduct him / herself in such a manner as not to interfere with the possession or occupancy of other tenants, neighbours and the Landlord.
- 7.5 Disagreement & Conflicts** – in case of a conflict or a disagreement between the tenants or to the neighbours, the Tenant is obliged to inform the Landlord immediately.
- 7.6 Cleanliness & Hygiene** – the Landlord shall let the premises in clean and hygiene and the Tenant shall hand over the premises clean and tidy at the end of the rental period. Lack of cleanliness and tidiness in the Tenant’s rooms, common shared areas such as kitchen, living room, hall, bathroom and WC may result in the deduction of deposit. The Landlord has a right to ask tenant to take control of cleaning in the flat. If no actions taken after this notice, the Landlord may supply cleaning service and this amount may be reimbursed by the Tenants. All Tenants should follow the cleaning schedules if exist.

- 7.7 Walls** – the Tenant shall not stick anything on the walls as it results the wall’s paint come off. Breaching of this rule may result in the deduction of deposit. If the Tenant would like to benefit from the wall, then he / she shall inform the Landlord to ask his permission to place a pin-board.
- 7.8 Smoking** – smoking is not allowed in the premises.
- 7.9 Damages** – the Tenant shall be responsible for the repair of damage caused by wilful or negligent act of the Tenant or of any person whom the Tenant permits on the premises. In case of any damages, the Tenant shall let the Landlord know first.
- 7.10 Subletting & Commercial Use** – subletting and commercial use of the room or flat, partially or fully, is not allowed.
- 7.11 Visitors & Doubly Occupancy of the Room** – the Tenant may have guests such as families and friends. These kinds of visitors are allowed with no extra costs for 5 units (i.e.: 1 guest for 5 days) at maximum in a month. In case of exceeding these limits, the Tenant shall pay 5 EUR / unit to the Landlord due to the increase in consumption of bills and the cost of depreciation. All Tenants are also responsible to inform the Landlord for the extra guests of other Tenants. This is to avoid having excess amount of bills and increasing the agreed max. limit for the entire flat. Breaching of this rule may result in the deduction of deposit.
- 7.12 Entry to Premises** – the Landlord may come to the flat if necessary. Appropriate notice to the Tenant(s) must be given in advance. In an emergency case or need of a necessary / sudden repair or to show the premises to prospective tenants, purchasers, etc., this notice can be ignored.
- 7.13 Common Shared Areas** – bathrooms, WC, kitchen, living area, TV, wireless internet, heating, halls, shoe cabinets, cloakroom, Hoover, iron board etc... are for the use of all Tenants and each Tenant shall obey the common shared areas’ rules such as maintaining these places clean and tidy and let these utilities accessible (if any of these are remaining in another Tenant’s room).
- 7.14 Reasonable Rules** – the Tenant promises to comply with any rules concerning the tenant’s use, occupancy or maintenance of the residential premises or building or use of services and facilities provided by the Landlord provided that the rules are in writing, are reasonable in all circumstances and the Tenant is given a copy of all the rules at the time of entering into the lease and is given a copy of any amendments. Noise should be kept at minimum level to avoid disturbing other people.
- 7.15 Pets** – any kinds of pets are not allowed in the rooms and/or flats.
- 7.16 Mould** – If wetness occurs at any part of your room or flat (mainly walls and bathrooms), you must immediately wipe it with a dry cloth. If moulding has already started before noticing wetness, moulded area needs to be cleaned with strong bleach. Please use gloves and masks when cleaning the moulded area
- 7.17 Rooms & Flat Visits for Prospective Tenants** – Each Tenant agrees to show his/her room and the flat provided a reasonable notice by the Landlord. In case

of no-show for multiple times or unwillingness to co-operate, Landlord keeps his rights to charge the cost of the trip made for this purpose and/or loss of income and deducts from the Tenant's deposit.

7.18 Fixtures & Furniture – The flat and rooms are let with fixtures and furniture. These are needed to be returned in good condition to the Landlord. Basic fixtures and furniture are beds, bases, linens, pillows, sheets, carpets, desks, chairs, wardrobes, paintings, mirrors, cupboards, cutleries, pans & pots, lamps, glasses, heating boiler, washing machines, TVs, cooking appliances, wireless router and others if not listed here but added to this contract in a separate endorsement.

DATE and
PLACE of ISSUE _____ , Istanbul

I, as the Tenant, hereby confirm that I have read and understood the terms and conditions of this tenancy agreement.

Tenant

Landlord