



**On approval of model housing lease (sublease) agreement for orphaned children, children without parental care**

*Invalidated Unofficial translation*

Decree of the Government of the Republic of Kazakhstan № 1172 dated November 8, 2013. Abolished by the Decree of the Government of the Republic of Kazakhstan dated July 28, 2023 No. 621

*Unofficial translation*

**A footnote. It was abolished by the Decree of the Government of the Republic of Kazakhstan dated July 28, 2023 No. 621 (effective ten calendar days after the date of its first official publication).**

In accordance with Paragraph 2, Article 14-1 of the Law of the Republic of Kazakhstan dated August 8, 2002 “On Children’s Rights in the Republic of Kazakhstan”, the Government of the Republic of Kazakhstan **hereby DECREES AS FOLLOWS:**

1. Approve the attached model housing lease (sublease) agreement for orphaned children, children without parental care.
2. This Decree shall enter into force upon its first official publication.

*The Prime Minister of the Republic of Kazakhstan*

*S. Akhmetov*

Approved by  
the Decree of the Government of  
the Republic of Kazakhstan  
No. 1172 dated August 8, 2013

**Model housing lease (sublease) agreement for orphaned children, children without parental care**

Region, city \_\_\_\_\_ / \_\_ / \_\_\_\_ / 20\_\_

**Agreement No.**

The Lessor \_\_\_\_\_,  
(full name of a legal representative of a child)

ID card /passport \_\_\_\_\_,  
(number, issuing authority date of issue, IIN)

acting on behalf of \_\_\_\_\_  
(full name of orphaned children, children without parental care)

based on \_\_\_\_\_

*(decision of local executive authorities on settlement of Orphaned children, children without parental care)*

and the Leaser in the person of \_\_\_\_\_,

*(full name of leaser (sub-leaser))*

ID card /passport \_\_\_\_\_,

*(number, issuing authority date of issue, IIN)*

Hereinafter collectively referred to as “the Parties” have concluded this housing lease (sublease) agreement for orphaned children, children without parental care ( hereinafter referred to as the Agreement) as follows:

### **1. Subject**

1. The Lessor shall provide the Leaser (in case of any Leaser’s adult family member staying together with him/her, their full name and degree of relationship shall be specified) for lease (sub-lease) a housing owned by

\_\_\_\_\_

\_\_\_\_\_ (full name of orphaned children, children without parental care) located at the following address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ number of rooms \_\_\_\_\_, useful area \_\_\_\_\_ meters square, including living area \_\_\_\_\_ meters square, non-residential area \_\_\_\_\_ meters square, specifications whereof are presented in housing transfer and acceptance act which is an integral part of this Agreement.

Housing transfer and acceptance act shall be executed in arbitrary form and shall specify sanitation and technical conditions of the housing and its other characteristics as of the date of signing of respective act.

### **2. Grounds for Conclusion**

2. Grounds for conclusion of this Agreement is a consent of an authority exercising functions on guardianship and custody, \_\_\_\_\_

\_\_\_\_\_ (name of an authority exercising functions on guardianship and custody) for potential lease (sublease) of a housing for orphaned children, children without parental care, No. \_\_\_\_\_ dated / \_\_ / \_\_/20\_\_.

### **3. Settlement Procedures**

3. Payment for the use of the housing is \_\_\_\_\_ KZT per a month (payment amount shall be specified in consideration of payment for lease (sublease) of housing at market price in respective region).

Money received by the Lessor under housing lease (sub-lease) agreement shall be credited by the Lessor to the bank of orphaned children, children without parental care.

4. Payment of costs for maintenance of common facilities of a condominium item shall be made by the Leaser by invoice of condominium item management body.

Payment for housing and other services rendered under individual agreement shall be made by the leaser directly to a service provider.

5. All settlements under this Agreement shall be made according to the following procedures:

1) the Leaser (sub-leaser) shall make full advance payment for the first month of stay within five calendar days after conclusion of this Agreement;

2) further payments shall be made by the leaser no later than the fifth of each month. In case of late payment, a fine shall be charged at the amount of 0.1 % of the payment amount for each day in arrears.

6. In case of non-payment under this Agreement for more than one month, the Lessor shall have a right to demand to leave the housing and/or to appeal to court on forced collection of payment from the Leaser with compensation for all court fees.

7. In case of improper use by the Leaser of the housing, utility systems or common facilities resulting in lost performance, defects in, damage of the housing or its components, the Lessor shall execute an act with indication of the amount of the extent of damage which is subject to collection by the leaser. In case of the Leaser's agreement with the amount of the above damage cost, the act shall be signed by the Parties. In case of disagreement with the amount of damage cost which is subject to collection, collection shall be exercise through judicial procedures.

#### **4. Rights of Parties**

8. The Lessor shall have a right:

1) to inspect the condition of technical equipment of residential and ancillary premises of the housing provided upon agreement with and in the presence of the Leaser or an adult family member of the Leaser (if any);

2) to terminate and/or alter this Agreement on the basis of Articles 401, 402 or 403 of the Civil Code of the Republic of Kazakhstan dated December 27, 1994;

3) exercise control over in-time and full transfer of payment for the use of the housing and appropriate use of the housing;

4) accept results of completed minor repairs under a transfer and acceptance act signed by the Parties.

9. The Leaser shall have a right:

1) to reserve the right for the use of the housing in case of absence of him/her and/or members of his/her family (if any) for a term not exceeding six months, upon condition of a written notification thereof from the Lessor, payment for the use of the housing for the entire period of absence and performance of obligations under this Agreement;

2) the Leaser's family members (if any) staying in the housing shall in case of temporary absence of the Leaser use the housing according to the terms specified in this Agreement, at the same time, they shall exercise rights and bear obligations under this Agreement;

3) to demand where necessary from the Lessor unscheduled inspection of the condition of the housing provided, including structures and technical equipment with execution of an inspection act;

4) demand reduction in payment for the use of property or termination of the Agreement in case of the Lessor's failure to perform obligations upon notification of all rights of third parties for the property leasable (easement, security right etc.).

## **5. Obligations of Parties**

10. The Lessor shall:

1) provide the Leaser with the housing within five calendar days after signing of this Agreement by the Parties with execution of a transfer and acceptance act in a condition meeting established technical, sanitary and other mandatory requirements;

2) notify the Leaser of any rights of third parties for the leasable property (easement, security right etc.);

3) familiarize the Leaser (upon demand) with tariffs and costs for maintenance of the housing and payment for utility services;

4) if the housing or a residential house (residential building) is as a result of circumstances beyond the control of the Parties in a condition unsuitable for intended use, in disrepair or is subject to demolition, terminate this Agreement within three months after reveal of such circumstances;

5) in case of emergencies or force-majeure conditions, immediately take any actions required for elimination thereof;

6) not prevent the Leaser from using the housing in accordance with the procedures specified in this Agreement;

7) in case of changed terms of this Agreement or in amount of payment for the use of the housing, notify in written the Leaser thereof thirty calendar days before next term for payment for the use of the housing;

8) send to the Leaser a written notification of imposed fines or penalties for late payments within ten calendar days before next term for payment for the use of the housing.

11. The Leaser shall:

- 1) use the housing as intended;
- 2) keep the housing in technically and sanitary sound state;
- 3) comply with the rules for the use of the housing, common facilities, the rules for maintenance of common facilities of the condominium item and adjacent territory, and fire safety and technical safety rules;
- 4) notify in time the Lessor of revealed defects in water or electrical power metering units, electrical power supply, heating, water supply or water disposal systems, or other components of the housing leasable (sub-leasable);
- 5) not allow reconstruction, alteration or re-equipment of the housing;
- 6) not allow exchange of the housing (flat, room) with other leasers;
- 7) make payment in time for the use of the housing and for utility services at the established amounts and in accordance with the terms of this Agreement;
- 8) provide access during the daytime, and also in case of emergency at night to the occupied housing for representatives of emergency services for inspection and repair of components of the housing;
- 9) compensate the Lessor for losses related to damages of the housing and equipment due to the fault of the Leaser or members of his/her family staying together therewith (if any);
- 10) in case of early termination or expiration of the term of this Agreement, ensure return of the housing within ten calendar days to the Lessor under housing delivery act signed by the Parties;
- 11) make payment for the use of the housing in advance;
- 12) perform minor repairs at least once a year at his/her own cost;
- 13) in case of early termination of the Agreement, notify the Lessor no later than one month or make payment specified in the Agreement for respective month.

## **6. Grounds, consequences and procedures for termination of the Agreement**

12. This Agreement may be terminated or annulled at the initiative of any Party at any time upon a written notification to the other Party at least thirty calendar days before such termination or annulment.

13. This Agreement shall be terminated in the following cases:

- 1) expiration of the term of this Agreement;
- 2) necessity for staying of the housing owners – orphaned children, children without parental care (end of period of stay at organization for orphaned children, children without parental care);
- 3) the Leaser's failure to comply with the terms of this Agreement.

14. In case of termination or expiration of this Agreement, the Leaser and family members thereof staying together with him/her (if any) shall be subject to dispossession.

15. Repairs or other improvements of the housing performed by the Leaser at his/her own cost, inseparable without damage to its structure shall be transferred to the Lessor under a transfer and acceptance act together with the housing and shall not be subject to compensation on the part of Lessor.

16. In case of expiration or termination of this Agreement, a housing transfer act from the Leaser to the Lessor shall be executed in the presence of the Parties.

### **7. Terms and procedures for transfer and acceptance, and lease of the housing**

17. The Lessor shall transfer to the Leaser the housing under a transfer and acceptance act within five calendar days after signing of this Agreement.

18. The Lessor shall transfer the housing to the Leaser within one calendar day after expiration of terms for expiration or termination of this Agreement under a housing transfer act signed by the Parties.

### **8. Settlement of disputes**

19. Disputes between the Parties which may arise from this Agreement or in relation thereto shall be settled by means of negotiations, and in case of failure to achieve agreement according to judicial procedures.

### **9. Final Provisions**

20. This Agreement is executed in three counterparts in the state language and in Russian having equal legal force. One counterpart of this Agreement shall be kept by a legal representative of the child, the second one shall be delivered to an authority performing duties on guardianship or custody, and it shall be kept as a sensitive document, and the third one shall be issued to the Leaser and it shall be the only document granting a right for moving in the housing.

21. Any alterations or additions to this Agreement shall be valid when they are stated in written form and are signed by the Parties.

22. This Agreement shall enter into force on / \_\_ / \_\_ / 20 \_\_ and shall be valid until / \_\_ / \_\_ / 20 \_\_.

### **10. Addresses and banking details**

Lessor

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

Leaser

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

---

**Signatures**

Lessor \_\_\_\_\_

*(full name and signature)*

Leaser \_\_\_\_\_

*(full name and signature)*

Note: in case of adult members of the Leaser staying together with him/her, a note of familiarization thereof with the terms of this Agreement shall be made.