

Rental Assistance Guideline Moldova

Introduction

As of February 2024, 116,194 refugees have arrived in the Republic of Moldova since March 2022, 97% of them are residing in host communities while the rest are in refugee accommodation centers (RACs).

Housing is a basic human need and a key component to social, emotional and economic well-being, in Moldova access to adequate housing is considered among the third priority need, from which 2% are residing in official RACs. For the refugees that have been able to cover the rent, they rely on cash assistance, income (wage, salary, pension) and personal savings to cover the payment of the rent. Refugees still rely on unsustainable sources of income and approximately 70% of the refugees have their occupational status as not working. (MSNA, 2022 and Rental Market Assessment, 2023¹)

Another factor to highlight is the presence of vulnerable groups within the refugee population. About 64% of the refugee population are women, 27% are children, which means that a high number of families with children is the main family structure who are residing in Moldova, other vulnerable groups that needs to be consider are the families with older people and people with disabilities.

The rental assistance program, cash for rent (C4R) aims to support refugees with cash to access safe and adequate housing to 1. refugee families residing in RACs or hosted by families and 2. refugee families who are already renting accommodation who need support to cover the cost of the rent to tackle protection and security concerns in urban and rural settings.

The program is designed also to ensure that refugees are living in adequate and safe housing considering at a minimum the elements of adequate housing: security of tenure, availability of services, affordability, habitability, accessibility, location, and cultural adequacy.

This document contains key considerations to implement the rental assistance through cash modality and to achieve a comprehensive intervention for the duration of the program.

In Moldova, since the start of the refugee influx, many actors have responded to changing needs in various ways. Shelter as one of the priority needs has evolved from emergency reception shelter, short-term housing needs, support for hosts, to more recent support for medium term housing needs. Coordination mechanisms and structures have also tried to keep up and stay relevant to the needs of actors to effectively coordinate their response.

In its current structure, actors providing Rental assistance - cash for rent support have been discussing and coordinating their individual response through a technical group of the Basic Needs Working group. Most of the meetings were attended by the implementing partners, Acted, CRS, and IOM, and partners working on activities highly intertwined with the rental assistance outcomes. The technical group is co-chaired by UNHCR, and one of the implementing partners Acted.

¹ Rental Market Assessment – Preliminary Findings <https://data.unhcr.org/en/documents/details/100902>
https://repository.impact-initiatives.org/document/impact/60b0a14f/REACH_MDA2301_Rental-Market-Assessment_Round-2-Report_2024-01_Final.pdf

Objectives

The objective of rental assistance program is to ensure people's protection and dignity, whilst enabling access to adequate accommodation for an agreed period of time, to make it possible for people to live in a dignified space without fearing eviction or abuse. The programme is designed to provide an incentive to partially support the payment of the rent avoiding the families to be fully dependent on the program.

To guarantee the sustainability of the action, a targeting methodology focusing in ensuring selected households have the capacity to enter or are already inserted in the labor market and hence independently pay their rent after the 6-month assistance, has been developed in coordination with all implementing partners. To do so, an exit strategy must be planned from the outset, ensuring people can maintain their living conditions once support ends. In some exceptional cases, people can be enrolled in the program two times, the partner will evaluate the case and take the decision to extend the program up to six months.

Definition

The rental assistance program aims to support refugees with financial assistance provided to vulnerable households to ensure access to safe and adequate housing for a defined period. It includes all components of rental accommodation assistance activities such as information on technical support and awareness of what comprises adequate, legal assistance. The support provided may or may not fully cover all housing costs depending on the program methodology of each shelter partner. The rental amount per household is determined based on the local price of housing meeting minimum standards.

The rental payment only includes the cost of the rent, however in this context, as part of plus initiatives, a relocation grant (a one-off payment), is considered as an additional support to the households. The amount is an incentive to cover some of the relocation needs such as transportation, procurement of basic furniture or rental deposit as this is also a potential financial barrier to access to housing.

The cash amount to cover the rental cost is determined based on rental market analysis promoting the sustainability of the intervention and reducing actions with damage to the current market.

The program will also benefit the host community particularly the property owners and service providers when they receive rental payments through the program.

1. Key elements to consider prior the implementation

- **Conduct a rental market assessment:** The assessment conducted in the country shed light on rental market dynamics, rental housing costs, characteristics, availability and accessibility, the experiences of refugee households currently renting their home, as well as the market dynamics of the rental markets of two urban and two semi urban locations. Findings are intended to support the securing of stable, adequate, and dignified housing as a medium to long term accommodation solution for refugees in Moldova. A first step to implement the program, it is important to conduct a rental market assessment, in Moldova, in 2023, this activity was implemented in two rounds to contrast the information gathered in the first and fourth quarter of the year.
- **Needs analysis per geographical area:** identification of the raions to intervene per number of refugees in host communities² as well as mapping the existing accredited RACs with the occupancy³. Count with the key demographics in RACs and if possible, also in host communities.
- **Analyze opportunities to work in parallel with social protection programs:**
 - Strongly liaise with livelihood actors, income generating activities and local platforms to promote the access to legal and dignifying job opportunities for selected households.
 - Coordinate the inclusion of particularly vulnerable households in need of extra support with social protection programs at national level.

2. Implementation of the program

• Targeting and eligibility criteria

• General criteria

- Assistance is restricted to refugees who have arrived in Moldova after Feb 2022 and are expressing willingness to stay in the country more than six months from the moment of registration. The program focuses in the people living in private accommodation or in refugee accommodation centres (RAC), partners will prioritize people exiting from the RACs.

• Sustainability criteria

- Assistance is provided to participants that can cover rent independently after the assistance ends. Partners use different methodologies and tools to assess this capacity. Partners will do a comprehensive evaluation considering different parameter to have an integral overview of the families situation (socio-economic status, capacities, skills to engage in labor market, etc.).

• Vulnerability criteria

- Assistance is targeted to vulnerable population, to the degree that vulnerabilities do not affect their capacity to sustain rent after the subsidy ends.

The general and sustainability criteria is evaluated in a cumulative manner, while the vulnerability criteria is assessed on individual basis of all the households members.

• Information dissemination and household's enrollment

Components	Description
Information dissemination	Inform refugees and property owners about the rental assistance program through information dissemination strategies is the first step of

² Map of distribution of refugee population per region: North, Center, Chisinau and South to aid in coordination as in Annex 3

³ As of May 2023, there were 2,472 people hosted in 58 active accredited RACs as shown in map found in Annex 4

	<p>implementation. Each rental assistance partner counts with different dissemination approaches that can include information sessions, community focal points, social media outreach, and/ or standard EIC material. Inclusion and cultural mediation.</p>
<p>Financial and living situation of the households</p>	<p>During the registration process the financial and living situation of each household is assessed by each implementing partner. This with the aim to confirm the households meet the criteria of potential accessing the labor market and the rental priority meets with the minimum housing standards.</p> <p>For specific cases requiring additional support related to legal assistance on housing, landing, and property (HLP) matters and/ or protection concerns, a referral mechanism to relevant protection partners has been set in place by each implementing partner.</p>
<p>Technical support: adequate housing</p>	<p>For a rental property to be validated for rental assistance program will need to meet the minimum standard of living and access to adequate housing established under this guideline. These standards have been drafted considering international humanitarian standards adapted to the Moldovan context. Compliance with the standards will be checked through visits by the program teams, the rental contract, and/ or analysis of pictures of the property.</p> <ul style="list-style-type: none"> • Hereby, it is listed some of the parameters that are assessed. Min. 5.5 m2 per person in the household • Access to utilities including running water (hot and clean), electricity and heating source (electricity, gas, etc.). • Amenities: Windows, Separate Bathroom, Internet Access, functional Kitchen, access to laundry service. • Access to transportation and essential services (healthcare, education, etc.)
<p>Technical support: rental agreements</p>	<p>To ensure appropriate rental agreements. Agencies will support the creation of a rental agreement as an eligibility criterion for the release of assistance.</p> <p>Partners will support households to ensure tenant and landlords have preferably a written rental agreement and will suggest having an official notarized agreement, without this being a mandatory requirement. For this component, organizations will be supported by partners who provide legal assistance to refugees to mitigate any risk of eviction and/ or exploitation.</p> <p>Copies of the agreement in the local language should always be provided to both parties and should specify the right of the beneficiary household to use the land/house for a predetermined period at a fixed monthly cost. The duration of the rental agreement can exceed the duration of assistance to transition the full cost of rent to targeted households over time.</p> <p>Rental assistance partners should ensure that the most common disputes expected to arise are explicitly dealt with in the scope of the agreement as a conflict prevention measure and way to build confidence among the parties. C4R partners should consider different options when dealing with male and female contract holders where female contract holders might require specific terms and considerations to protect the security of their tenure.</p>

	<p>Additionally, rental assistance partners should provide information to beneficiaries on how to communicate issues and concerns, such as through a feedback hotline, and/or and communicate a schedule for follow-up to ensure that tenant-landlord relations remain stable and build confidence in formalized dispute resolution processes. The frequency of follow-up contact will depend on the vulnerability of the household and the program methodology of each agency but will range overall from once a week to bimonthly.</p>
<p>Household Enrollment</p>	<p>The partners will pay particular attention not to duplicate efforts and aim to ensure effective usage of resources. To de-duplicate the efforts and put a cross-checking mechanism in place, the partners will use a common platform called RAIS.</p> <p>The enrollment is in person and the household should provide the required documents listed below with particular attention to the tax number, this document is essential to verify the de-duplication in RAIS. In the future, partners are encouraged to use the temporary protection number for the de-duplication:</p> <ul style="list-style-type: none"> • Identification document: IDNP or Passport with the date of birth • Nationality • Date of Entry into Moldova (for people that came from Ukraine) • Ukrainian tax number • Rental agreement • Validated checklist that the rental property meets the minimum standard of living.

• Rental payment and monitoring visits

Components	Description																												
Rental payment	<p>Households who are enrolled, registered and sign a consent form with the organization. This document explains the rental assistance program, transfer value and duration of the cash support.</p> <p>Duration: 6 months</p> <p>This timeframe can be modified in case the rental agreement provides a one-month cash deposit, in which case partners can provide 5 months of rental support paid, plus the payment of the deposit up front.</p> <p>After the 6 months assistance, for exceptional cases and upon a partner's evaluation, the program can be extended up to 6 months depending on the vulnerability of the household.</p>																												
Transfer value	<p>According to the findings of the rental market assessment, the average amount paid is considerably less of what it is advertised in online platforms. The highest cost of rent is in Chisinau with an average cost of 275 EU per</p> <table border="1" data-bbox="507 831 1485 925"> <thead> <tr> <th data-bbox="507 831 751 875">English</th> <th data-bbox="751 831 995 875">Romanian</th> <th data-bbox="995 831 1240 875">Russian</th> <th data-bbox="1240 831 1485 875">Ukrainian</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 875 751 925">bedroom</td> <td data-bbox="751 875 995 925">dormitor</td> <td data-bbox="995 875 1240 925">спальня</td> <td data-bbox="1240 875 1485 925">спальня</td> </tr> </tbody> </table> <p>month per household.</p> <p>The average transfer value calculated among partners is 275 EU for a 3-bedroom apartment.</p> <p>The transfer value agreed between organizations has been set by establishing a flat rate amount of payment depending on the size of the rental property (<i>see table below</i>).⁵</p> <table border="1" data-bbox="507 1234 1445 1603"> <thead> <tr> <th data-bbox="507 1234 660 1301">Average Size</th> <th data-bbox="660 1234 1007 1301">Accommodation type</th> <th data-bbox="1007 1234 1235 1301">HH size</th> <th data-bbox="1235 1234 1445 1301">Flat transfer value</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 1301 660 1379">34 m2</td> <td data-bbox="660 1301 1007 1379">1 Bedroom</td> <td data-bbox="1007 1301 1235 1379">1–3 people</td> <td data-bbox="1235 1301 1445 1379">221 Euro</td> </tr> <tr> <td data-bbox="507 1379 660 1458">54 m2</td> <td data-bbox="660 1379 1007 1458">2 Bedroom</td> <td data-bbox="1007 1379 1235 1458">3–6 people</td> <td data-bbox="1235 1379 1445 1458">266 Euro</td> </tr> <tr> <td data-bbox="507 1458 660 1536">74 m2</td> <td data-bbox="660 1458 1007 1536">3 Bedrooms</td> <td data-bbox="1007 1458 1235 1536">6-9 people</td> <td data-bbox="1235 1458 1445 1536">275 Euro</td> </tr> <tr> <td data-bbox="507 1536 660 1603">92 m2</td> <td data-bbox="660 1536 1007 1603">4 Bedrooms +</td> <td data-bbox="1007 1536 1235 1603">9-12 people</td> <td data-bbox="1235 1536 1445 1603">340 Euro</td> </tr> </tbody> </table> <p>(The table is based on the Rental Market Assessment findings and 2023 PDM done by the partners)</p> <p>The transfer value agreed upon refers to the total rental payment (including taxes) only. Utilities and other living expenditures should be considered as separate.</p> <p><i>Clarification of terminology:</i></p>	English	Romanian	Russian	Ukrainian	bedroom	dormitor	спальня	спальня	Average Size	Accommodation type	HH size	Flat transfer value	34 m2	1 Bedroom	1–3 people	221 Euro	54 m2	2 Bedroom	3–6 people	266 Euro	74 m2	3 Bedrooms	6-9 people	275 Euro	92 m2	4 Bedrooms +	9-12 people	340 Euro
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⁵ The methodology of transfer value differs from the guideline for one of the partners, Acted cover the full rental up to pre-defined max rates according to number of bedrooms

	<p>The transfer value agreed between organizations has been set by establishing a flat rate amount depending on the size of the rental property. The transfer value agreed upon refers to the partial or total rental payment (including taxes) only aligned with the transfer values in the table above. It will not vary depending on the location and it doesn't include utilities and other living expenditures.</p> <p>In case of big size families more than 12 people, the partners will make an individual assessment to determine the transfer value according to this break down household size composition.</p> <p>For those partners that have an amount for utility bills, the flat amount to cover per household is 50 EU.</p>
Relocation grant	<p>As an one paid off incentive to cover the cost of transportation of items, procurement of basic furniture. It was agreed that regardless the accommodation type, the household will receive a flat amount of 150 EU.</p>
Cash delivery mechanism	<p>The frequency of the rental payments varies according to the partners' payment methodology, considering monthly instalment payments or bi-monthly instalment payments the possible options.</p> <p>The cash disbursements to beneficiaries will be done through a reliable money transfer service. The internal process of each organization could take between 2 to 3 weeks to be processed and transferred to the money transfer services.</p> <p>After the first disbursement, households will present the receipt of the rental payment they made to receive the next instalment.</p>
Monitoring visits: protection and technical advice	<p>Partners will undertake randomized visits to beneficiary to monitor the living conditions as well as gather basic information on how the program is performing (continuity of contract, the existence of conflicts or abuse by any of the parties).</p> <p>All beneficiaries will be visited at least once by the end of the program.</p> <p>Details of the visits will be captured and used to evaluate the overall performance of the program and document lessons learned for improvement.</p> <p>Household orientation:</p> <ul style="list-style-type: none"> • Ensure staff involved in monitoring know how to appropriately refer people to other organizations and services. This is particularly important for protection related concerns, including eviction monitoring. • Partners will refer to the protection partners to manage protection cases of the most vulnerable groups as well as livelihoods partners to facilitate access to livelihood and income generation programs.

• Post distribution monitoring

At the end of the rental payment program, implementing partners will guarantee post distribution monitoring exercise are in place to assess the overall performance of the program and inform relevant lessons learned. Although, each partner will deploy its own methodology, common indicators among

partners will be agreed in the rental assistance technical group to collect data on these specific indicators to count with a common reporting and comparison.

The common indicators will be gathering information on demographics, satisfaction, and impact. The information below indicated the common questions and data that will be gathered by partners to produce the common PDM results.

- **Demographics:**
 1. The data will be collected by per individual disaggregated by age, gender and PwD. The age disaggregation proposed is 0 – 17, 18 – 59, 60+
 2. For the data on PwD, partners will use the Washington Group Questions (short set of 6 questions)
- **Satisfaction:**
 3. How satisfied are you with your rental subsidy assistance?
Scoring from 1 to 5 (high score equal very satisfied)
 4. What percentage of your rent are you able to cover with the assistance provided?
Multiple choice: 100%, 75%, 50% and 25%. The percentage should be based on the flat rate transfer value.

Satisfaction level during the registration process:

 5. How satisfied are you with the registration process?
Scoring from 1 to 5 (high score being very satisfied)
 6. Was the assistance timely? (YES/ NO)
 7. Did you feel you were treated with respect? (YES/ NO)
 8. Did the staff provided the information on data confidentiality when you enrolled to the program? (YES/ NO)
- **Impact:**
 9. Did the program provide you financial flexibility? (YES/ NO), if yes.
 - 9.1. What other needs where you able to meet: basic needs, medical expenses, education, food.
 10. How did your living conditions change during the program?
Multiple choice: increase safety, privacy, better infrastructure, cultural appropriateness.
 11. Did you feel confident to cover the rent after the assistance ends?
Scoring from 1 to 5 (high score being very satisfied)
 12. Does the assistance have produced a positive effect on my mental well-being, reducing worry and promoting a sense of stability and security? (YES/ NO)
 13. Does the assistance help to the integration in the local community? (YES/ NO)

3. Exit strategy of the rental assistance program

During the registration and monitoring phase of the program, partners will collect and record the financial and living situation progress of the household members. With this information, the exit strategy of each household from the rental assistance will be planned in advance.

To do so, working in parallel with livelihood and income generation programs either from the same organization or liaising with others. It is important to consider the opportunities and challenges presented by the household members to access job opportunities to sustain their long-term needs and ensure their integration into the host community.

For households in this program that despite being supported with livelihood and protection individualize support can't continue to pay the rent without the assistance, it is important to advocate for government institutions to link the families to social protection programs, rental subsidies, durable housing programs.

4. Coordination and monitoring

The coordination of actions of the program are discussed in the Rental Assistance Technical Group, that provides the space for implementing partners to:

- coordinate the planning, designing and implementation of the rental assistance program.
- strengthening the relation with partners and government institutions in relation to livelihood and national social protection programs and the inclusion of refugees in those programs as per housing or rental subsidies. This strong coordination aims at guaranteeing vulnerable beneficiaries are covered in one of the support programs.
- engage with the government institutions that are already working with sustainable housing programs.
- discuss lessons learned throughout the implementation.
- avoid duplication and maximize the positive impact of the program, partner responses should consider the experience, capacity, and strategies of other humanitarian agencies. increase the impact of the program and guarantee as much as possible the sustainability of the actions. One decision taken is that partners will avoid selecting beneficiaries that have benefited from the cash for rent assistance in the past 12 months from another agency.

Annexes

- Annex 1. Template of the contract lease
- Annex 2. Map of distribution of refugee population per region: North, Center, Chisinau and South
- Annex 3. Map of active accredited RAC and number of people hosted

Annex 1. Template lease agreement

LEASE AGREEMENT FOR RESIDENTIAL PREMISE

« ____ » _____ 202__.

Place: _____

_____, _____ year of birth, IDNP _____, residing at: _____, hereinafter referred to as the "**Landlord**", and

_____, _____ year of birth, IDNP _____, residing at: _____, hereinafter referred to as the "**Tenant**",

have entered into this agreement, hereinafter referred to as the "Agreement", as follows:

1. SUBJECT OF THE AGREEMENT AND GENERAL PROVISIONS

1.1. The Landlord undertakes to provide the Tenant for a fee a residential premise _____, located at: _____ with a total area of _____ square meters, cadastral number _____, hereinafter referred to as the "Residential Premise", for a temporary possession and use for the purpose of residence of the Tenant and members of their family.

1.2 The premise specified in clause 1.1 of this Agreement is transferred by the Landlord to the Tenant under the Transfer and Acceptance Certificate (Annex No. 1), which is an integral part of this Agreement.

1.3 The Landlord has the right of ownership for the specified residential premise and declares under his own responsibility that at the time of the conclusion of this Agreement the residential premise is not encumbered with the rights of third parties, is not under arrest, his rights are not disputed in court.

1.4 The Tenant, along with the use of the residential premise rented under this Agreement, has the right to use the common premises of the residential building, the supporting structures of the house, mechanical, electrical, sanitary and other equipment outside or inside the rented residential premise.

2. LEASE TERM

2.1. The lease period is 12 (twelve) calendar months from the date of entry into force of the Agreement.

2.2. Upon the expiration of the lease period, the Tenant has a pre-emptive right to conclude a Lease Agreement for this residential premise for a new term. The Tenant must notify the Landlord about the intend to conclude such agreement in writing and no later than _____ days before the expiration of this Agreement.

3. PAYMENT TERMS

3.1 The rent under this Agreement is _____ per month.

3.2 Payment is made in Moldovan lei at the official exchange rate set by the National Bank of the Republic of Moldova on the day of payment.

3.3 The rent is paid by the Tenant in advance:

- the first payment is made within 3 (three) working days from the date of signing the Transfer and Acceptance Certificate.

- starting from the 2nd month, payments are made until _____ of the current month.

3.4 In case of payment in cash, the parties sign a Receipt of money for renting a residential premise (Appendix 3).

3.5 The monthly rent does not include the cost of utilities.

3.6 Utilities are paid by the Tenant from the moment this Agreement comes into force. Payment is made within 5 days from the date of receipt of the relevant invoices or within the period specified in them.

4. RIGHTS AND DUTIES OF THE PARTIES

4.1 The Landlord undertakes:

4.1.1 Transfer the residential premise to the Tenant under the Transfer and Acceptance Certificate.

4.1.2 Provide the Tenant with free access to the leased property.

4.1.3 Refrain from any actions that may lead to a violation of the Tenant's possession and use of the residential premise.

4.1.4 Ensure that the leased premise comply with all sanitary and fire safety standards in accordance with the legislation of the Republic of Moldova.

4.1.5 During the term of this Agreement, do not transfer or assume obligations for the gratuitous or paid transfer of residential premise for rent to third parties.

4.1.6 Ensure at its own expense the immediate repair or replacement of furniture, appliances and all property transferred for use to the Tenant during the entire rental period of the residential premise if the damage occurred through no fault of the Tenant.

4.1.7 During the period of repair of the items specified in paragraph 4.1.6 of this Agreement, immediately provide the Tenant with a similar item for use.

4.1.8 Eliminate at its own expense the consequences of accidents that occurred through no fault of the Tenant.

4.1.9 On the day of transfer of the residential premise to the Tenant, make settlements with utilities and other services for the consumed services.

4.1.10 Reimburse the Tenant for the cost of inseparable improvements made with the consent of the Landlord.

4.2 The Tenant undertakes:

4.2.1 Accept the residential premise from the Landlord under the Transfer and Acceptance Certificate.

4.2.2 Use the rented residential premise for the purpose specified in the Agreement, while maintaining and ensuring its integrity.

4.2.3 Timely and fully make payments in accordance with the terms of clauses 3.1, 3.2, 3.3 and 3.6 of the Agreement.

4.2.4 Immediately notify the Landlord and the relevant services of any damage, accident or other event that caused (or threatens to cause) damage to the rented residential premise and / or property transferred to the use of the Tenant, and promptly take all possible measures to prevent the threat of further destruction or damage to the rented premise and/or property.

4.2.5 Return the leased premise, within the prescribed period after the expiration of the term or early termination of the Agreement, to the Landlord in the condition in which the Tenant received it, taking into account normal wear and tear and with all inseparable improvements, under the Transfer and Acceptance Certificate.

4.2.6 Provide the Landlord with unhindered access to the leased premise for inspection and verification of compliance with the terms of the Agreement.

4.2.7 Do not sublease the rented residential premise without the consent of the Landlord.

4.2.8 Do not transfer rights and obligations under this Agreement in part or in full to third parties.

4.2.9 Do not erect any capital structures without the written consent of the Landlord.

4.2.10 Notify the Landlord at least 1 (one) month in advance of the intention to terminate the Lease Agreement ahead of schedule.

4.3 The Landlord has the right to:

4.3.1 Require the Tenant and his family members to keep the premise in a technically sound and proper condition in accordance with the requirements of the current legislation of the Republic of Moldova.

4.3.2 Check the procedure for using the leased premise and engineering systems by the Tenant in the presence of the Tenant or their representative.

4.3.3 Require the Tenant to make timely payments for rent and utilities.

4.3.4 Require the Tenant to vacate the premise upon the expiration of the Lease Agreement.

4.4 The Tenant has the right to:

4.4.1 Require the Landlord to reimburse the inseparable improvements of the residential premise made with the consent of the Landlord.

4.4.2 To extend the Agreement in case of fair use of the residential premise, if the Landlord has an intention to further lease the residential premise.

5. LIABILITY OF THE PARTIES AND FORCE MAJEURE

5.1 For non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with the provisions of the legislation of the Republic of Moldova.

5.2 The expiration of the Agreement does not release the parties from the full performance of obligations and does not exclude the responsibility of each of the parties.

5.3 The Parties are released from liability for partial or complete failure to fulfill obligations under this Agreement, if the impossibility of fulfilling these obligations occurred due to emergency circumstances that arose after the conclusion of the Agreement, which the Party could neither foresee nor prevent by reasonable measures.

6. AMENDING AND TERMINATION OF THE AGREEMENT

6.1 One month before the expiration of the lease term or early termination of the Agreement, the Tenant must notify the Landlord in writing of their intention to extend the term of the Agreement or of the forthcoming vacation of the premise. Upon the expiration of the term of the Agreement and the fulfillment of all its conditions, the Tenant has a pre-emptive right to extend the Agreement.

6.2 Changing the terms of the Agreement and its termination are allowed by agreement of the parties, as well as in cases established by this Agreement and the legislation of the Republic of Moldova. The introduced additions and changes are considered by the parties within a month and are formalized by additional agreements.

6.3 The Landlord has the right to unilaterally terminate the Agreement in the following cases:

- non-payment by the Tenant of the payments provided for in paragraphs 3.1, 3.2, 3.3 and 3.6 of the Agreement;
- if the Tenant uses the premise for purposes other than those stipulated by this Agreement;
- if the Tenant or members of their family deliberately or negligently cause damage to the leased premise or other premise of the Landlord (adjacent, etc.) or by their actions create a real danger of such damage;
- if the Tenant or members of their family do not comply with the rules for the operation of the residential premise;

- if the Tenant makes major repairs of the premise without the consent of the Landlord;
 - if the Tenant violates clauses 4.2.7 and 4.2.8;
 - other cases of repeated or single, but significant violation by the Tenant of the terms of this Agreement.
- Notice of early termination on the above grounds must be made in writing. In case of such termination, the Tenant shall be provided with at least 30 (thirty) days to return the property.

6.4 The Tenant has the right to unilaterally terminate the Agreement in the following cases:

- if the leased premise, due to circumstances for which the Tenant is not responsible, turns out to be in a condition unsuitable for use;
- creation by the Landlord of obstacles to the use of residential premise, not due to the terms of this Agreement or the actions of regulatory legal acts.

Notice of early termination on the above grounds must be made in writing.

The Tenant may provide the Landlord with a reasonable period of time to eliminate the obstacles to the use of the residential premise. If the Landlord does not eliminate the shortcomings within the specified period, the Tenant has the right to immediately terminate this Agreement.

7. THE TRANSFER OF RESIDENTIAL PREMISE

7.1 The transfer of residential premise is done based on the Transfer and Acceptance Certificate (Annex No. 1 to this Agreement). The Transfer and Acceptance Certificate reflects the condition of the residential premise and the property located in it, which is transferred for use to the Tenant.

7.2 The premise is subject to transfer to the Tenant on the day of signing the Transfer and Acceptance Certificate.

7.3 The return of the residential premise is carried out on the basis of the Transfer and Acceptance Certificate (Annex No. 2 to this Agreement), which reflects the condition of the returned residential premise and property transferred for use. Their condition must correspond to that stated in the Transfer and Acceptance Certificate drawn up at the conclusion of the Agreement (Annex No. 1), taking into account natural wear and tear.

7.4 Improvements made by the Tenant, separable without harm to the leased property, are the property of the Tenant and may, upon termination of this Agreement, be either withdrawn by him or transferred to the Landlord on mutually agreed terms.

7.5 The premise is subject to return by the Tenant and receipt by the Landlord within 2 working days from the date of expiration of this Agreement.

8. DISPUTES RESOLUTION

8.1 The Parties undertake to take all measures to resolve disagreements through negotiations until the full settlement of the subject of disagreements.

8.2 If it is impossible to reach an agreement within 15 days from the start of negotiations, the dispute is submitted for resolution to the court of general jurisdiction at the location of the property.

9. FINAL AND TRANSITIONAL PROVISIONS

9.1 This Agreement enters into force (considered concluded) from the moment the Parties sign the Act of Acceptance and Transfer of the Residential Premise.

9.2 This Agreement is valid for 12 (twelve) months, until the parties complete their obligations under it.

9.3 Changes and additions to this Agreement are valid if they are made in writing and signed by the Parties. Annexes to this Agreement are its integral part.

9.4 This Agreement represents the will of the parties and supersedes any other oral or written Agreements. This Agreement is drawn up in Russian in triplicate, having the same legal force, one for each party.

10. SIGNATURE AND DATA OF THE PARTIES

LANDLORD:

First Name Last Name:

IDNP:

Address:

Tel.:

Signature _____

TENANT:

First Name Last Name:

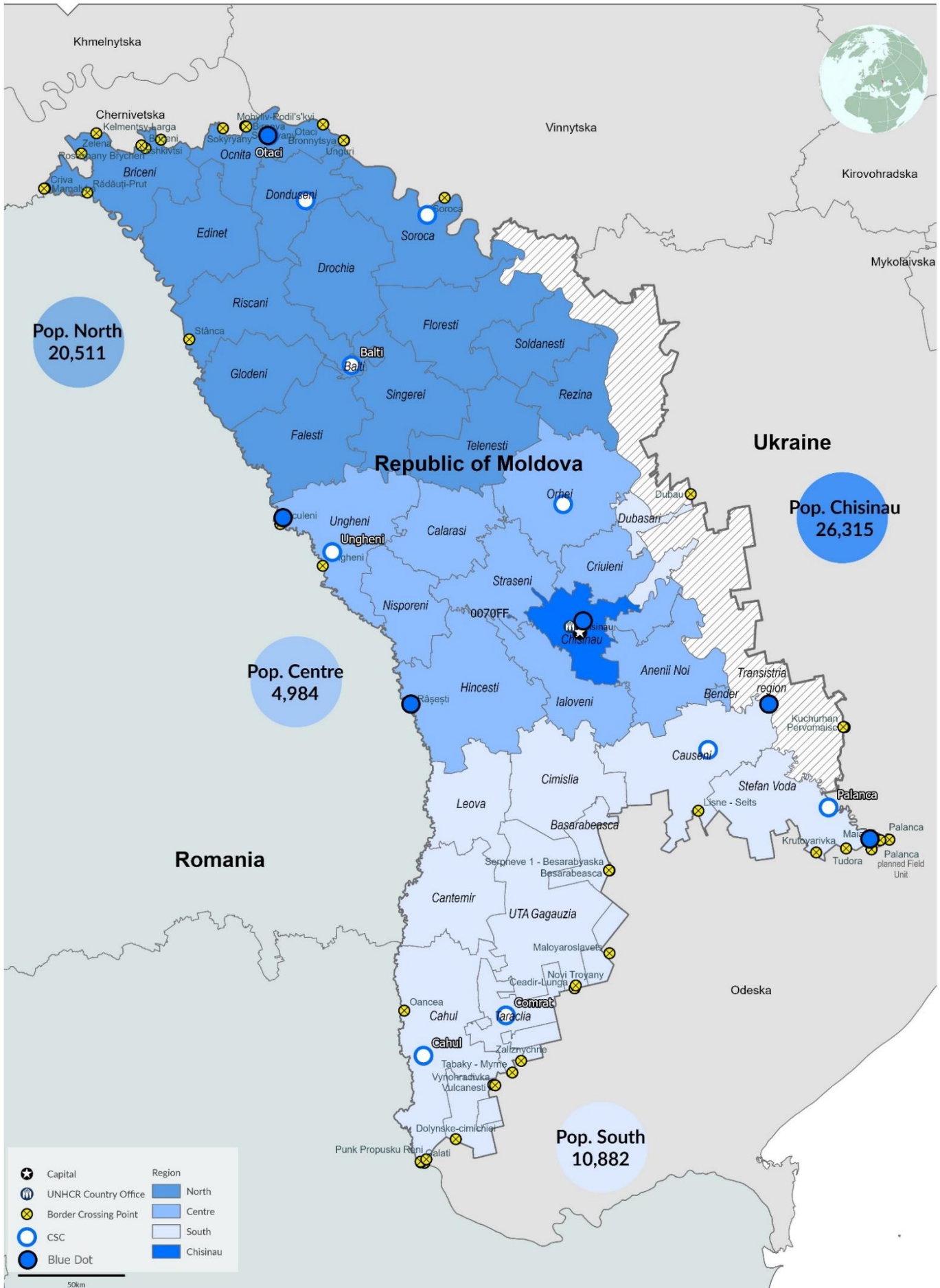
IDNP:

Address:

Tel.:

Signature _____

Annex 2: Refugee population distribution per region, as of Feb 2023



Annex 3: Open accredited Refugee Accommodation Centers (RACs) as of 6th February 2024

