

Directive No. 184/2025

Addis Ababa City Administration Residential Rental Control and Management Directive

Since the implementation of the Residential Rent Control and Management Proclamation must be carried out taking into account the existing conditions of Addis Ababa city,

Whereas it is necessary to establish a model contract, a proposal approach, a system for implementing administrative action, and a comprehensive detailed implementation guideline regarding residential rental;

The Addis Ababa City Administration Housing Development and Management Bureau has issued this directive in accordance with Article 29 Sub-Article (2) of the Housing Rent Control and Management Proclamation No. 1320/2016:·

Part One

General

1. Short title

This directive may be cited as the "Residential Rent Control and Management Directive No. 184/2025".

2. Definition

In this manual, unless the context of the word or phrase indicates otherwise,

1. "City" means the city of Addis Ababa;
2. "City Administration" means the Addis Ababa City Administration;
3. "Proclamation" means the Residential Rent Control and Management Proclamation No. 1320/2016.
4. "Office" means the Housing Development and Administration Office of the Addis Ababa City Administration;
5. "Office" means the Housing Development and Administration Office of a Sub district or Woreda, as applicable;

6. "Regulatory Body" means the Addis Ababa City Administration Housing Development and Administration Bureau and the Sub-district and Woreda Housing Development and Administration Offices, which are empowered by the Proclamation to regulate the rental contracts and prices of residential properties;
7. The words and phrases defined in the Proclamation shall apply to this Directive;
8. In this guide, references to the masculine gender include the feminine gender.

3. Scope of application

This guideline applies to the rent of residential premises, offices or offices of the city administration, and to the officers and employees of the office.

Part Two

About the Residential Lease: Registration and Verification

4. Contents of a residential lease agreement

1. Any residential rental agreement must be in writing and include the following:
 - a) Name and address of lessor and lessee:
 - b) Address of the rented accommodation:
 - c) Type and details of the accommodation:
 - d) Term of the lease:
 - e) Housing rental price
 - f) Agreement regarding service fees in accordance with Article 27 of the Proclamation; and
 - g) Rights and obligations agreed upon by other parties;
2. A model residential rental agreement containing the conditions set out in sub-article (1) of this article is attached as an appendix to this guideline;
3. Notwithstanding the provisions of subsection (2) of this article, the Bureau may amend the model residential tenancy agreement when it deems it necessary.

5. About documents to be submitted during registration

When any lessor or lessee applies for registration:

1. A legally prepared residential rental agreement document,
2. Original and copy of the lessor's and lessee's resident ID, office ID, driver's license, passport, attorney's license, employee retirement ID, university or college student's renewed ID, or professional work permit;
3. If the residential lease is registered through an agent, legal representation;
4. Legal document showing that the lessor has the right to rent the residential property:
 - a) A certificate of title, or
 - b) Evidence from the party that indicates that the property is undocumented;
or
 - c) A document of a property sold by execution of a court order; or
 - d) A certificate of inheritance if the rented house was acquired through inheritance and no transfer of name has been made;

The original and a copy must be submitted.

6. About submitting a report

1. The office will call on all lessors and lessees to register their rental agreements through various media outlets, including the website and the office's notice board.
2. The lessor and lessee must submit the documents specified in Article 5 of this guideline in person or through their legal representative to the district office where the rented property is located for registration;
3. Any lessor and lessee model will be registered when the form is properly filled out and presented in person, in legible writing, when completing the residential lease agreement.

7. About document verification

The office professional who registers the contract must verify the authenticity of the following documents when the lessor and lessee submit them for registration:

1. That the contract between the lessor and lessee is void and voidable;
2. If the proposed contract was signed before the issuance of this guideline and the contract term has not expired, it must be signed by the parties and four witnesses;
3. That the proposed contract is not inconsistent with the proclamation;
4. If it is a new residential lease, the contract presented has not been signed by the lessor, lessee, or witnesses.
5. That the rented house is located within the district,
6. The documents required to be submitted in accordance with Article 5 of this guideline have been completed and submitted.
7. The documents that must be submitted must be originals or copies and must be identical.
8. The original letter or document addressed to the office has been submitted,
9. The names of the lessor and lessee on the contract and the names and photographs on the IDs they present are the same.

8. Verifying and registering a residential lease agreement

1. The office's contract registrar will register a new residential lease by performing the following tasks:
 - a) Have the lessor and lessee sign and write their names, confirming that they are entering into the contract with their consent.
 - b) If they are signing on behalf of a representative or organization, they should sign "on behalf of" the first representative or organization and write their name;

c) Creating a conducive environment for people with disabilities;

d) By comparing copies of documents and identifications with the originals:

1. Write your name and date on it; sign it;

Each attached document is given a number,

The rest of the document states, "The persons whose names and addresses are mentioned in the document have appeared before me, showing their identification and signing with detailed documents attached."

2. The office's contract registrar will register an existing residential lease by performing the following tasks:

a) By comparing copies of documents and identification with the originals:

i. Write your name and date on it; sign it;

ii. Each attached document is given a number,

b) If the registration of a residential rental contract was made before the approval of the proclamation, they have appeared before me and confirmed that it was a voluntary contract.

c) If one of the lessor and lessee is deaf, the provisions of subparagraph (1) of this Article shall apply;

3. The contract is registered in the contract registry by giving it a number.

9. About the seal

A seal specialist has sent a contract to a contract registrar. -

1. It verifies that the document is registered with the relevant contract registrar.

2. It confirms that relevant evidence is attached to the document.

3. It confirms that the document has been stamped and stamped with a monetary seal on the back;

4. He/She shall affix the office's round seal to confirm that the document is complete, give one copy to the lessor and lessee, and keep the rest in the archive;

5. The contract information is recorded in a computer database.

10. About amending the contract

1. When a lessor and lessee wish to extend the term of a residential lease agreement, or when a rent increase is made in accordance with the approved rent increase, the amended agreement must be submitted to the office and registered within 30 days;
2. The office's contract registrar must verify that the rent stated in the submitted contract amendment has been increased in accordance with the approved rent increase amount;
3. The registrar must verify that the proposed contract amendment, in addition to the rent increase provided for in sub-article (2) of this article, includes any other amendments that are permitted by law;
4. If the witnesses presented are different from the witnesses who signed the original contract, a copy of their ID will be attached;
5. After the proposed amendment to the lease is verified to be properly submitted, the lessor and witnesses will be asked to sign it in front of the registrar!
6. The Registrar of Contracts of the Office shall forward the documents to the Stamping Officer in accordance with Article 8, Sub-Article (1), Letter (d), Sub-Article (2) and Sub-Article (3) of this Directive;
7. The amended contract and other documents will be stamped and given the registration number of the original contract; One copy will be delivered to the lessor and lessee; the rest will be kept in the archive.

11. About housing rent increase

1. The Office may, when it deems necessary, conduct a study once a year, consider the existing conditions of the city and other relevant issues, and determine the possible increase in housing rent in consultation with the relevant executive institutions.

2. The Bureau shall publish the increase determined by the study in accordance with Sub-Article (1) of this Article on June 1st; the increase shall be effective from June 30th of the same year;
3. Before a rent increase pursuant to this article becomes effective, the contract amendment must be submitted to and registered with the office.

12. About adjusting changes to registration

1. When the registration of a lessor-lessee residential lease agreement is completed and the office or the office, through its own initiative, checks and monitoring or based on information received through a recommendation, determines that incorrect information has been provided, it shall notify the lessor and lessee to correct the information;
2. Notwithstanding the provisions of sub-article (1) of this article, if the incorrect information is in a residential lease agreement between a lessor and a lessee, the lessor and lessee shall be required to amend the agreement in accordance with the general contract law;
3. Subject to the provisions of sub-article (2) of this article, if the error of metim is mentioned in the contract and was caused by a clerical error during registration, the contract registrar of the office shall make the correction;
4. In the event of a marriage or a change of name between the lessor and lessee, the correction will be made upon submission of a court order!
5. Any typographical error made by the registrar of the office shall be corrected by the professional without any preconditions; the professional shall submit a report to the office regarding the correction of the error.
6. The office's contract registrar shall provide the lessor and lessee with the corrections made in accordance with this article; the information held in the database shall be forwarded to the relevant specialist for correction.
7. The office will verify that the adjustment made is correct.

13. Information Security and Protection System

1. The registration will be done in hard and soft copies, and the register used for the hard copy registration will be uniform in all district offices and will be registered and ordered in numerical order, containing the necessary details on the contract;
2. Residential rental agreements, letters, photocopies of ID, rent payment documents, and other documents will be scanned and organized into soft copy files;
3. In accordance with Sub-Article (2) of this Article, the District Office shall transmit the scanned lessor-lessee contract registration information in soft copy to the Sub-District Office and the Bureau; the information shall be organized and maintained at each level;
4. To protect the security of the data and ensure that each registration has a backup or backup.-
 - a) Hard and soft copies of the land registry, lessor-lessee housing lease agreement and other documents at the district office;
 - b) Scanned information will be kept in soft copy at the Sub district Office and the Office Information Department;
5. Any changes made to the district office's information will be communicated to the district office and the office so that the information can be updated.

Part Three

Duties and Responsibilities

14. Functions and responsibilities of the office

The office:

1. Monitors and supervises the implementation of the proclamation and this directive;
2. When necessary, it will improve the model housing rental contract; make it accessible to offices;

3. Prepares necessary forms for registration and distribution to the district office;
4. A modern rental contract registration system supported by information technology will be established and its implementation will be monitored;
5. It collects and analyzes information related to housing rent, makes it available to residents, and sends it to the relevant body.
6. It may, as necessary, study and determine the rate of increase in the price of residential rent once a year, taking into account the current economic situation of the city and other relevant issues; it shall make the information available to residents and offices; and it shall monitor and control its implementation.
7. It creates awareness among the city residents regarding the proclamation and this guideline;
8. Performs other functions related to the control and management of residential rent.

15. Responsibility of the Sub district Office

The office:

1. It monitors and supervises the implementation of the proclamation and this guideline in each woreda office;
2. It organizes and maintains housing rental information available in each district office; transmits it to the office;
3. Create awareness among the residents of the sub-district regarding the proclamation and this guideline.
4. It carries out other functions related to the control and management of housing rent within its jurisdiction.

16. Functions and responsibilities of the district office

The office:

1. The residential rental model contract makes it accessible to the consumer.
2. The lessor and lessee shall ensure that the residential lease agreement submitted for registration meets the requirements set out in the Proclamation and this Guideline;
3. The lessor and lessee shall ensure that the residential rental agreement submitted for registration is based on the price increase rate set by the office, if there is a price increase;
4. Ensures that any residential rent payment is made through a bank or other legitimate electronic payment method;
5. In accordance with the proclamation and this guideline, it shall record residential rental contracts executed in the woreda; organize and maintain the information; and transmit it to the Sub district Office.
6. Implements a modern rental contract registration system supported by information technology;
7. Receives suggestions and complaints submitted in accordance with the proclamation and this directive, and issues the necessary administrative decisions;
8. It shall enforce the penalties prescribed in this directive;
9. It creates awareness among the residents of the district regarding the proclamation and this guideline;
10. It carries out other functions related to the control and management of housing rent within its jurisdiction.

Part Four

Recommendation Procedure and Control

17. Suggested issues

1. Any person may submit a complaint to the district office upon confirmation of the following violations:
 - a) Renting out a residential property without a registered contract;
 - b) When the rent for the residential property exceeds the amount specified in the registered contract,
 - c) Increasing prices or charging advance payments other than those permitted by the proclamation
 - d) Termination of a rental agreement other than as permitted by the proclamation;
 - e) When there is a house that has been unoccupied for more than six months;
 - f) False information or evidence has been obtained to misuse the incentives granted to lessors under the Proclamation;
 - g) Whether the residence is being used for purposes other than residential purposes or for the commission of a crime or criminal activity;
 - h) Any other violation of law related to the residential lease agreement;
2. Any proposer may be required to provide evidence as necessary when submitting a proposal under sub-article (1) of this article.

18. Suggestion presentation

Any proposer may submit their proposal to the office in person, orally or in writing, by telephone or by any other means of communication.

19. About accepting suggestions

The office:

1. When submitting a proposal, it must ensure that the following conditions are met, as applicable:
 - a) The name and address of the referrer, if any;
 - b) The address of the residence where the referral was made;
 - c) The name and address of the lessor and lessee;
 - d) Date of the act giving rise to the recommendation.
 - e) Whether the proposed recommendation falls within the scope of the violations referred to in Article 21 of this Directive;
2. When a recommendation is submitted to him pursuant to sub-article (1) of this article, he shall ensure that the subject of the recommendation is clearly stated and that the necessary evidence is provided;
3. He must record the suggestion in the marine register he prepares;
4. The Committee shall make an appropriate decision by requesting and examining, as appropriate, additional evidence from the relevant parties regarding the accuracy of the recommendation received pursuant to this Article;
5. The decision made in accordance with sub-article (4) of this article shall be communicated to the proposer.

20. About control

1. The Office may conduct inspections based on a recommendation or on its own initiative in accordance with Articles 18 and 19 of this Directive;
2. The office will be supervised by a specialist assigned to the supervision;
3. The inspector shall carry out his inspection duties during government working hours while carrying an identification card indicating that he is an inspector;
4. Supervision is carried out not by an individual expert, but by a team of more than one supervisor.

21. Prohibition

It is prohibited to perform the following activities:

1. Renting and subletting a residential property without registering a lease agreement;
2. Failure to register a residential rental contract within the time limit set by the proclamation due to the negligence of the lessor or lessee;
3. Failure to renew a residential lease;
4. Increasing the price outside the scope permitted by the proclamation;
5. Eviction before the end of the lease period outside the scope permitted by the proclamation;
6. Terminating a contract without giving the notice or warning period specified in the proclamation;
7. Compelling advance payment in excess of the amount specified in the proclamation;
8. Failure to pay rent through a bank or other legal electronic means;
9. Leaving a previously rented residential property or a new residential property whose construction is fully completed without service;
10. Providing false information or evidence to misuse the incentives provided to lessors by the proclamation.

Part Five

Administrative Action

22. Administrative penalty

1. Any lessor or lessee who, due to any reason other than the office's service provision, registers a residential rental contract within three months of the expiry of the period specified in the proclamation shall pay a fine equal to one month's residential rental stated in the unregistered contract; as the case may be.

2. Notwithstanding the provisions of sub-article (1) of this article, if the delay in registering exceeds three months, they shall pay a fine equivalent to two months' rent for the dwelling mentioned in the unregistered contract;
3. Any lessor or lessee who fails to register their residential lease agreement for more than three months and is found by the office or an inspector of the office to have violated the agreement shall pay a fine equal to three months' rent as stated in the unregistered agreement;
4. Any lessor or lessee who fails to register a renewal of a residential lease agreement shall pay a fine of one month's rent as stated in the registered agreement;
5. If the lessor increases the rent in any way other than as permitted by the proclamation, evicts the lessee before the end of the lease term, or forces the lessee to pay in advance, he shall pay a fine equal to one month's rent as stated in the registered lease agreement.
6. A person who terminates a contract without giving notice or warning as provided in the proclamation shall pay a fine equal to two months' rent as stated in the registered residential rental contract.
7. If the lessee fails to pay the rent by bank transfer or other legal electronic means, he/she shall pay a fine of ten percent (10%) of the monthly rent stated in the tenancy agreement for each payment. :
8. If any lessor has previously rented a residential building or a new residential building whose construction has been completely completed and is left without service:
 - a) One to two years 5%¹
 - b) Two to three years 10%¹
 - c) Three to four years 15%¹
 - d) Four to five years 20%¹
 - e) More than five years 25% ¹

An additional penalty will be imposed on the property tax payment.

9. The Bureau shall verify the information and forward it to the appropriate enforcement body for the purpose of enforcing the penalty pursuant to Sub-Article (8) of this Article.
10. If a person provides false information or evidence to misuse the incentive provided to the lessor by the Proclamation, he/she shall pay a fine equal to three months' rent as stated in the registered residential rental agreement.
11. The Bureau may file a lawsuit with a competent court against a lessor or lessee who has not paid the administrative fine prescribed in this article, requiring him to pay the fine with interest;
12. Subject to the provisions of sub-articles (1) to (3) of this article, the Bureau may allow the lease to be registered without penalty if it is proven that the failure to register the lease within the given period was due to reasons beyond its control.

Part Six

Miscellaneous Provisions

23. Duty to cooperate

Everyone has the obligation to cooperate in the implementation of this directive.

24. Laws that are not enforceable

Any directive or customary practice that conflicts with this directive shall not apply to matters covered by this directive.

25. The period of validity of the directive

This directive shall enter into force from the date it is registered with the Ministry of Justice and posted on the website of the office.

Addis Ababa, October/2025

Kidist Woldegiorgis Woldekidan

Head of Housing Development and Administration Bureau,

Addis Ababa City Administration

Date: -----/----/20----

RESIDENTIAL RENTAL AGREEMENT MODEL

1. Lessor

Full name:

Residential Address: - Region -----City -----District City -----

Woreda/Kebele---- Special Location----- House Number ----- Phone
Number -----

2. Lessee's name from birth:

Residential Address: - Region -----City -----District City -----

Woreda/Kebele---- Special Location----- House Number ----- Phone
Number -----

3. Address of the rental property:

Region-----City ----- Sub-city ----- District/Kebele-----

Special location-----House number----- Owned by----- and used for
residential purposes ----- (self-contained compound,-----room)

4. Rental status

- 1) Condition of the rental property:----- (existing rental property, newly constructed rental property, existing rental property with known lessees)
- 2) The Lessor hereby agrees to lease the above-mentioned residential property to the Lessee at a price of Birr----- (----- Birr) for a period of -----
- 3) This residential lease may be renewed upon expiration of the lease term by written agreement between the lessor and lessee.
- 4) The payment for water, telephone, electricity, security, cleaning or other similar services shall be made by-----/lessee or lessor or lessor and lessee jointly/.

5. Lessor's obligations

- 1) The lessor may increase the rent of the residential property, as stipulated in the rental agreement, only on the basis of the annual rent revision made by the regulatory body in accordance with the Housing Rent Control and Administration Proclamation No. 1320/201.
- 2) If the lessor increases the rent of a residential property before the end of the lease term by revising the rent price of the residential property, the lessor must notify the lessee and the regulatory body in writing of the revised rent price.

6. Lessee Obligations

- 1) When renting a house, I paid the advance payment of the monthly (one month/two months) house rent in Birr -----(-----) to the lessor today. I agree to pay the following installments in advance, with monthly payments due on the first of each month until the -----day (-----day).
- 2) The lessee shall pay the rent determined by the lessor based on the housing rent price adjustment determined by the regulatory body in accordance with the Housing Rent Control and Administration Proclamation No. 1320/2016, by adding the housing rent price specified in this contract.
- 3) If the lessee wishes to vacate the premises before the end of the term of this lease, he/she is obliged to give the lessor two months' prior notice.
- 4) The lessee is responsible for properly maintaining the dwelling and returning it to the lessor in the same condition as received upon the expiration of the residential lease agreement without causing any damage.

- 5) Lessees must pay their housing rent only through bank or other legal electronic means.
6. In matters not covered by this Agreement, the Housing Authority shall be subject to the control and enforcement of rent. Administrative Proclamation No. 1320/2016 shall apply.
7. This contract shall be effective when signed by the lessor and lessee and verified by the supervising body.

Lessor

Lessee

Name:-----

Name :-----

Signature: -----

Signature -----

Date: -----

Date: -----

Name and signature of witnesses

1) Name:-----Signature-----Date-----

2) Name:-----Signature-----Date-----

3) Name:-----Signature-----Date-----

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Addis Ababa City Administration Justice Bureau