

Contratos de arrendamiento



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Contratos de arrendamiento

1. Legal genres.
2. Contratos de arrendamiento/
tenancy agreements/ lease or rental
agreements.
3. Analysis of textual aspect
4. References.



1. Legal genres

According to Swales (1981, 1985 and 1990) a genre is:

**“A recognizable communicative event with a set of communicative purposes identified and mutually understood by the members of the professional or academic community in which it regularly occurs”
(Bathia, 1993:134)**

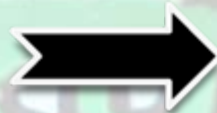
- **Highly structured and conventionalized.**
- **Limited in their form and functional value.**
- **But well exploited to achieve private intentions.**



2. Contratos de arrendamiento

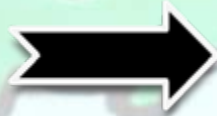
- Are part of the private law genres , more specifically of the meetings of minds (acuerdo de voluntades)

In Spanish



Contrato de arrendamiento

In British English



Tenancy agreement

In American English



Lease or rental agreement

2. Contrato de arrendamiento

• El contrato de arrendamiento (tenancy agreement/lease or rental agreement) es un contrato (contract) por el cual una de las partes (parts), llamada arrendador (landlord/lessor), se obliga a transferir temporalmente el uso y goce de una cosa mueble o inmueble a otra parte denominada arrendatario (tenant/lessee) quien a su vez se obliga a pagar por ese uso o goce un precio cierto y determinado.

El precio puede consistir en una suma de dinero pagada de una sola vez, o bien en una cantidad periódica, que en este caso recibe el nombre de renta (rent). También puede pagarse la renta en cualquier otra cosa equivalente, con tal de que sea cierta y determinada. (Contrato de arrendamiento.

Retrieved 13 April, 2009 from

<http://es.wikipedia.org/wiki/Arrendamiento>)

3. Analysis of textual aspects

1. Generic aspects:

1.1. Macrostructure

- Sections
- Movements

1.2. Contextual focus:

- Expositive
- Instructive
- Argumentative

3. Textual aspects

- Intertextuality

4. Formal aspects

- Syntactic features
- Lexical features



1. Generic aspects of texts

1.1. Macrostructure: sections and movements

1. Introducción/ commencement (BE)/ commencement (AE)

- The introduction of an agreement has information about the nature of the contract, the date it is signed and the parties that are going to enter in the agreement (**arrendador y arrendatario**)

1. Introducción/ commencement (BE)/ commencement (AE)

What details are included in each case?

- Contrato de arrendamiento : Ciudad en la que se firma el contrato, la fecha en la que se firma y el nombre del arrendador y el nombre del arrendatario precedidos por el término **REUNIDOS**.

1) Contrato de arrendamiento de vivienda

_____ ciudad _____ (fecha)

REUNIDOS

De una parte, _____

Y de la otra, _____

INTERVIENEN

Cada uno en su propio nombre y derecho, y se reconocen mutuamente capacidad legal suficiente para el otorgamiento del presente CONTRATO DE ARRENDAMIENTO y,

1. Introducción/ commencement (BE)/ commencement (AE)

- **Tenancy agreement (BE)**: Labeled with the term **PARTIES** . It has the number one in the contract and it contains the **Landlord's name** , **address**, **postal code** and **telephone(s)** and **Tenant's name(s)**

PARTIES I. THE AGREEMENT IS MADE IN DUPLICATE BETWEEN

_____, the Landlord

Name

Address Postal Code Telephone(s)

—AND—

_____, the Tenant(s)

- **Lease or rental agreement**: It includes the **city** where the contract is going to be signed , the **date**, the **Lessor's name** and the **Lessee's name**.

By this agreement made at _____, PA on the _____ day of _____, 20____, the Landlord _____ and the Tenant _____ agree as follows:

Generic aspects of texts

1.1 Macrostructure: sections and movements

2. Antecedentes/ recitals (BE)/ recitals or preamble (AE)

- The commencement, is usually followed by the **recitals**.

In the Spanish contract this part is headed by the term **EXPONEN, MANIFIESTAN, INTERVIENEN ...**

- In British English by **WITNESSETH (da fe, atestigua) y WHEREAS (aunque no es el caso de este contrato)**.

- And in American English also by **WHEREAS (aunque tampoco es el caso de este contrato)**

2. Antecedentes/ recitals (BE)/ recitals or preamble (AE)

What details are included in each case?

- Contrato de arrendamiento: En el caso del contrato español, como se ha dicho anteriormente, los antecedentes vienen precedidos e la palabra **EXPONEN** y estos vienen ordenados con **números romanos**. Dentro de los antecedente encontramos el nombre del **arrendador**, la **dirección de la vivienda que va a ser arrendada** y el nombre del **arrendatario**.

EXPONEN

I.- Don _____, denominado en lo sucesivo y a efectos del presente contrato de arrendamiento ARRENDADOR, que es propietario de la vivienda sita en _____

II.- Don _____, denominada en lo sucesivo y a los efectos del presente contrato ARRENDATARIO, que está interesado en alquilar la mencionada vivienda, para lo cual, ambos acuerdan formalizar el contrato que se articula en las siguientes,

- **Tenancy agreement:**

First of all we can find the label **PREMISES (local)** in the left side of the paper. This section starts with the expression **THE PARTIES AGREE THAT** which is preceded by number 2 (it has the number 2 in the agreement).

Here we can find the following information:

- The **street and the number** of the premises.
- The **town or the city** where they are located.
- If it is a **mobile** home space or not.
- The name of the **Superintendent or Property Manager** (portero) (if applicable), his/her address, postal code and telepone(s).

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:

Street name and number

Town or City

Is the residential premises a mobile home or mobile home space? Yes

Superintendent or Property Manager (if applicable) _____

Name

Address Postal Code Telephone(s)

RM 3. The tenancy is to begin on _____ day of _____ 20____ and is to run from

• **Lease or rental agreement:** This section starts with the word **PROPERTY** (propiedad) which has the **number one** in the contract. It is also divided in **two parts**.

a. the **whole address** of the property is specified (No., street name, **unit No** (número del distrito), **city, state and zip** (código postal)

and

b. The **furniture and appliances** (muebles y electrodomésticos) which are inside the premises.

1. PROPERTY

The landlord hereby leases to Tenant for the term of this agreement

a. the property located at:

_____ No. _____ Street Name _____ Unit No.

_____ City _____ State _____ Zip

and

b. the following furniture and appliances on that property:

1. Generic aspects of texts

1.1 Macrostructure: sections and movements

3. Estipulaciones o clausulas/ Operative part (BI)/ The operative provisions (AE).

- This is the longest part of the agreement and contains a great account of clauses where the general conditions of the agreement are stipulated . If the recitals have not been included in the agreement , the operative part comes immediately after the name of the parties.

What details are included in each case?

• **Contrato de arrendamiento:** Las estipulaciones of clausulas vienen encabezadas por la palabra **CLAÚSULAS**. Estas van ordenadas con números ordinales escritos en mayúsculas y algunas de ellas tienen varias partes sin embargo las partes no están divididas ni por números ni por letras.

• **PRIMERA:** objeto del arrendamiento.

• **SEGUNDA:** uso de la vivienda.

• **TERCERA:** duración del contrato e incumplimiento del contrato.

• **CUARTA:** renta

• **QUINTA:** entrega del inmueble y muebles en perfecto estado. Servicios y suministros

• **SEXTA:** gastos generales e impuestos. Facultad de inspección.

• **SÉPTIMA:** obras. Cesión y subarriendo. Enajenación de la vivienda arrendada.

• **OCTAVA:** fianza.

• **NOVENA:** renuncia a los derechos de tanteo y retracto.

PRIMERA.- El presente contrato se otorga conforme a lo establecido en la Ley 291.994 de 24 de Noviembre, de Arrendamientos Urbanos y se registrará por lo dispuesto en la misma, y por lo pactado en este documento.

SEGUNDA.- El piso arrendado es la vivienda sita en _____, y que se destinará para uso exclusivo de vivienda de la arrendataria y de su familia, con exclusión de todo otro uso, y no podrá por consiguiente, cederlo, realquilarlo o subarrendarlo, en todo ni en parte, ni alojar en él a huéspedes sin permiso escrito del propietario.

TERCERA.- El contrato comenzará a regir a partir del día _____, concertándose el arrendamiento por el plazo de UN AÑO.

Concluido el periodo contractual pactado, el contrato se prorrogará por la tática, por periodos de un año, mientras una de las partes no notifique a la otra, en el plazo de 15 días antes de la fecha de vencimiento del contrato o de alguna de sus eventuales prórrogas, su deseo de darlo por terminado.

En cualquier caso, si la arrendataria quisiera desistir del cumplimiento total del contrato, deberá ésta indemnizar al arrendador con una cantidad equivalente a una mensualidad de la renta en vigor por cada año del contrato que reste por cumplir. Los periodos de tiempo inferior a un año, darán lugar a la parte proporcional de la indemnización.

CUARTA.- La renta inicial se establece en la cantidad de _____ mensuales, debiendo de satisfacerse por la arrendataria dentro de los cinco primeros días de cada mes. El importe de la renta deberá pagarse en el domicilio del arrendador o en la Cuenta Corriente núm. _____.

Las partes contratantes convienen que el importe total de la renta que en cada momento satisfaga la arrendataria durante la vigencia del contrato y en sus posibles prórrogas, se acomodará cada año a las variaciones que, en más o en menos, sufra el Índice General de Precios al Consumo que fije el Instituto Nacional de Estadística (u organismo que le sustituya en el futuro), aplicando sobre aquella renta el porcentaje que represente la diferencia existente entre los índices que correspondan al periodo de revisión, teniendo en cuenta que el mes de referencia para la primera actualización será el último índice que

Contrato de arrendamiento clausulas

1804/20091823

• Tenancy agreement:

In the case of the English agreement, the operative part is divided into seven sections:

- **3. TERM** (duración): When the tenancy starts and how long it will be.
- **4. RENT** (renta): how much the tenant(s) has to pay and when he/has to pay it, and what services it includes.
- **5. SECURITY DEPOSIT** (fianza): information about if it is required and how much the tenant has to pay.
- **6. STATUTORY CONDITIONS** (condiciones legales): the conditions that the Landlord and the Tenants must comply with.
- **7. REASONABLE RULES** (reglas que atienden a la razón): the Tenant promises to comply with the conditions concerning the Tenant's use
- **8. ADITIONAL OBLIGATIONS** (obligaciones adicionales)
- **9. TERMINATION OF TENANCY** (fin del arrendamiento)

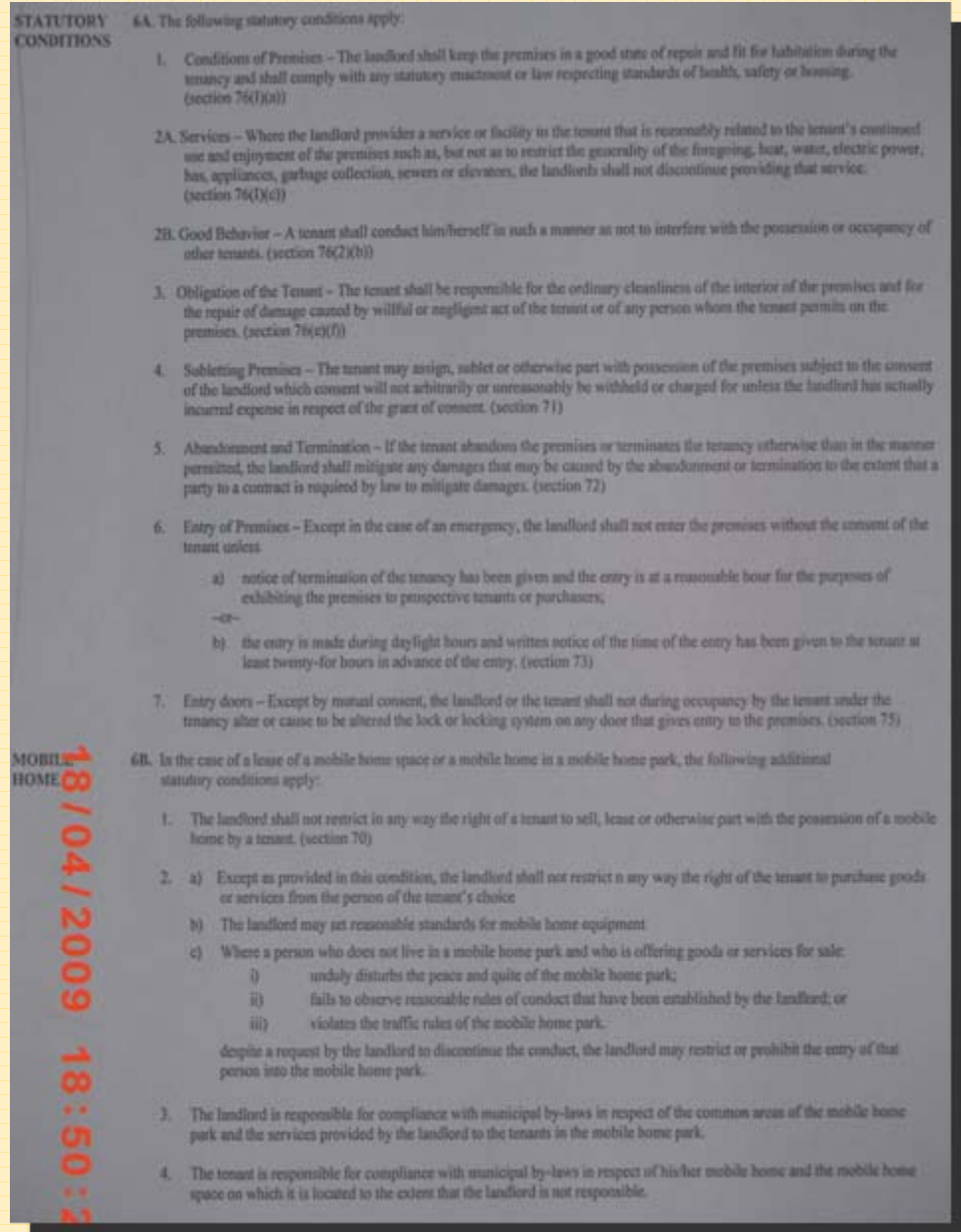
•Some of the clauses are divided in several parts or subclauses (MOVEMENTS OF THE

MACROSTRUCTURE), and they have labels written in capital letters in the left side of the sheet (it give us a clue of what the clauses deal with)

•Every clause, as the rest of the parts of the agreement, is numbered.

•The subclauses are also numbered

**Tenancy agreement.
Operative part.**



What details are included in each case?

- **Lease or rental agreement**: in American English, this part is called **Operative provisions**. It is divided in **several clauses** (Term clause, Rent clause...) Every clause has a **different label** so that it gives you a clue about the issue it deals with . The clauses are numbered but they are not divided into several parts as in the English contract . However, in the case of the 8th clause (THE PARTIES ALSO AGREE (las partes aceptan lo siguiente)) We can appreciate that is divided into several subclauses (MOVEMENTS

2. **TERM**

The term of this lease is for _____, beginning on _____, and ending on _____.
At the expiration of said term, the lease will automatically be renewed for a period of one month unless either party notifies the other of its intention to terminate the lease at least one month before its expiration date.

(or)

At the expiration of said term, the lease will expire unless the tenant gives a written notice at least 15 days before the termination date of the lease. Thereafter, the lease will automatically be renewed for periods of one month until either party notifies the other of its intention to terminate the lease. The notice of termination will be in writing and will be effective on the next rental date no less than 30 days after the date of the notice.

3. **RENT**

Tenant agrees to pay rent in the amount of _____ per month, each payment due on the _____ day of each month and to be made at:

Address _____ City _____ State _____ Zip _____

18/04/2009 18:58:43

4. **UTILITIES/SERVICES**

Tenant agrees to provide the utilities and services indicated:

_____ electricity _____ gas _____ water
_____ garbage collection _____ snow removal _____ other _____

5. **DEPOSIT**

Tenant has paid a deposit of \$ _____ of which Landlord acknowledges receipt. Upon regaining possession of the property, Landlord shall refund to Tenant the total amount of the deposit less any damages to the property, normal wear and tear expected, and less any unpaid rent.

6. **REFUND PROCEDURE**

Forwarding Address—Tenant shall provide Landlord with a forwarding address at which the Landlord can send her/his the deposit refund.

Landlord shall return the entire deposit to Tenant within 12 days after making possession, or shall return so much of the deposit as exceeds any damages done to the property during the Tenant's residence, normal wear and tear expected, and any unpaid rent. If the Landlord returns any amount less than the full deposit, her/his shall also provide a written itemized list of damages and charges.

Tenant maintains the right to sue Landlord for any portion of the deposit not returned to her/his which the tenant believes her/his is entitled.

7. **INVENTORY CHECKLIST**

The Tenant is provided with an Inventory Move-In Checklist attached to this lease. The Tenant shall note the conditions of each item on the checklist and return a copy to the Landlord within 10 days after taking possession. If the Landlord objects to inclusions of any item, her/his shall notify the Tenant in writing within 10 days. The Tenant and Landlord shall note the conditions of each item on the checklist after the Tenant returns possession to the Landlord and shall give a copy to the other party.

The Landlord may not retain any portion of the Security Deposit for damages noted in the Move-Out Checklist to which the Landlord did not object.

8. **THE PARTIES ALSO AGREE**

Tenant shall not sublet nor assign the premises without the written consent of the Landlord (but this consent shall not be withheld unreasonably).

The Landlord may not enter the premises without having given tenant at least 24 hours notice, except in case of emergency. Landlord may enter to inspect, repair, or show the premises to prospective buyers or tenants if notice is given.

Tenant agrees to occupy the premises and shall keep the same good condition, and shall not make any alterations thereon without the written consent of the landlord.

Landlord agrees to regularly maintain the building and grounds in a clean, orderly, and neat manner. Landlord further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.

18/04/2009 18:59:00

Lease. Operative part

1.1. Macrostructure: sections and movements

4. Fórmula de conclusión/Testimonium clauses/ Testimonium clauses

- This part includes the sentence that brings the document to its end. It comes immediately before the signatures and it's a declaration of accordance with what the agreement sets out.

What details are included in each case?

- **Contrato de arrendamiento:** En este caso en particular, el contrato no incluye fórmula de conclusión, aunque algunos ejemplos de fórmulas de conclusión pueden ser los siguientes.

• Y para que conste, firman el presente contrato, en [] ejemplares, en el lugar y fecha indicados [].

• El presente contrato en el lugar y fecha indicados «ut supra»,

• En señal de conformidad y por duplicado, las partes firman el presente documento en el lugar y fecha antes indicados.

- **Tenancy agreement:** This contract in particular does not include a testimonium clause.

- **Lease or rental agreement:** **This agreement includes the following testimonium clause**

G. Any alterations to this agreement shall be in writing and signed by all parties. We, the undersigned, agree to this Lease

Nevertheless, other examples of testimonium clauses of American leases can be the following ones:

WHEREFORE (por consiguiente), We, the undersigned, agree to this Lease, by signing two copies (one to be kept by Tenant and one by Landlord).

IN WITNESS WHEREOF (en fe de lo cual) the said parties have hereunto set their respective hands and seals the day and year first above written.

1.1. Macrostructure: sections and movements

5. Firmas/ signatures/signatures

- This is the last part of the contract and includes the names of the parties (Arrendador (Landlord/lessor) y arrendatario (tenant/lessee) and the signatures

What details are included in each case?

- Contrato de arrendamiento: En este contrato en particular únicamente podemos ver las etiquetas: **EL ARRENDADOR** y **LA ARRENDATARIA**, encima de los cuales los respectivos participantes deben firmar .

EL ARRENDADOR

LA ARRENDATARIA

• **Tenancy agreement:** In the English case, this section starts with the reminder: **SING BOTH COPIES SEPARATELY.** Here we can find the following parts:

- The **date** in which the agreement is signed.
- The **signature of the Landlord.**
- The **signature(s) of the Tenant(s).**
- And again the signature of the Tenants to **ratify** that they have received a copy of the Tenancy agreement.

SIGN BOTH COPIES SEPERATELY

Date

Signature of Landlord

Signature(s) of Tenant(s)

Signature(s) of Tenant(s)

I have received a copy of the Tenancy Agreement.

Signature of Tenant(s)

- **Rent or lease agreement**: here we can find two different parts: one for the **LESSORS** and one for the **LESSEES**. There they have to sign, to write their whole names and their addresses.

LANDLORD	TENANT
Signature	Signature
Typed Name	Typed Name
Address	Address
Signature	Signature
Typed Name	Typed Name
Address	Address

3. Contratos de arrendamiento/ tenancy agreements/ leases : Generic scrutiny

1. Generic aspects:

1.1. Macrostructure

- Sections
- Movements

1.2 .Contextual focus:

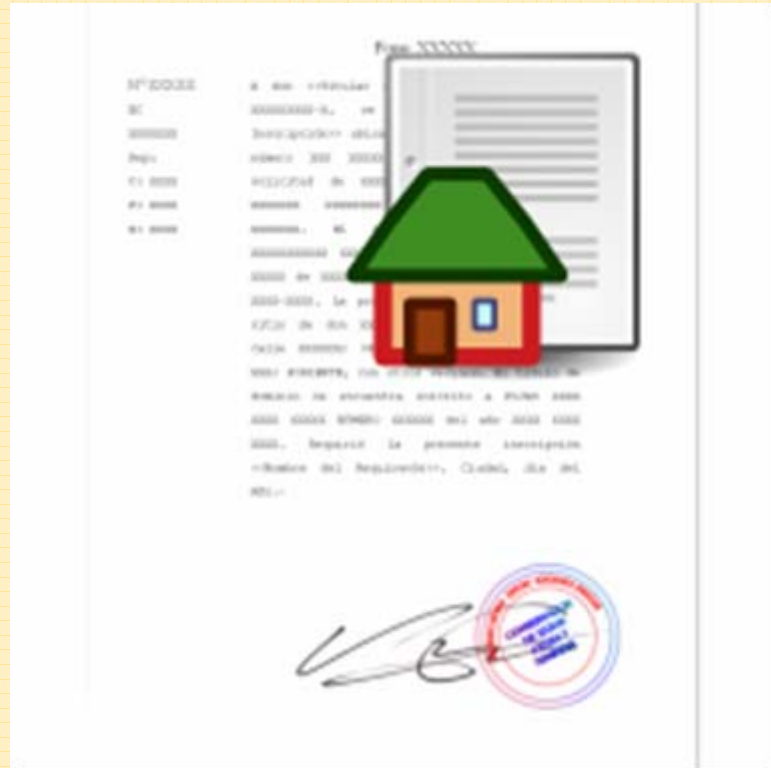
- Expositive
- Instructive
- Argumentative

3. Textual aspects

- Intertextuality

4. Formal aspects

- Syntactic features
- Lexical features



1. Generic aspects of texts:

1.2. Contextual focus

- **Hatims' three main functions of texts:**
- Argumentative: manages communication to create a favorable situation for the producer's aims.
- Expositive: provides objective information.
- Instructive: manipulates the addressee's opinion with the use of instructions or appeals.

1. Generic aspects of texts:

1.2. Contextual focus

Contrato de arrendamiento: instructivo en su conjunto

- Introducción: **expositiva**. Da información objetiva sobre la **fecha y la ciudad** donde se firma el contrato además de los

- Antecedentes: **expositiva**. **nombres de los participantes o de sus representantes legales**. Los participantes exponen su propia situación.

- El arrendador expone que él es propietario de ese edificio. (se especifica la dirección de la misma).

- El arrendatario expone que el está interesado/a en alquilar ese local o edificio.

- Clausulas: Son meramente **instructivas** ya que si no se está de acuerdo con lo que se expone en ellas el contrato no se llevará a cabo. De igual manera, si una vez firmado el contrato dichas clausulas se incumplen el arrendador o el arrendatario podrán llevar a cabo acciones legales contra la otra persona.

- La fórmula de conclusión: es **instructiva** ya que en ella por lo

1. Generic aspects of texts:

1.2. Contextual focus

Tenancy agreement: instructive

- **Commencement: expositive.** It only provides objective information: (who makes the agreement) It contains the personal **data of the Landlord** and the **name of the Tenant**.
- **Recitals: expositive.** It includes the **address of the premises that are going to be rent**, what **kind of premises** are (mobile or not) and the **name of the property manager or superintendent (portero)** (if applicable) **his/her address, postal code and telephone(s)**.
- **The operative part: instructive except** the part of the **rent clause** where the services and facilities that are included in the rent are specified.

“The rent mentioned above includes payment for the following services and facilities:”

1. Generic aspects of texts:

1.2. Contextual focus

Lease or rental agreement: instructive.

- **Commencement: expositive.** It only includes **factual information**. The **city** where the agreement is made, the **date**, the **name of the Landlord** and the **name of the Tenant**.
- **Premises: expositive.** It includes the **complete address** of the premises, the **furniture and appliances** that are included in that property.
- **Operative part: instructive**
- **Testimonium: instructive.** In this section it is set out that both parts agree with all the previous clauses stated in the agreement.

3. Contratos de arrendamiento/ tenancy agreements/ leases : Generic scrutiny

1. Generic aspects:

1.1. Macrostructure

- Sections
- Movements

1.2. Contextual focus:

- Expositive
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3. Textual aspects: Intertextuality

“The theory of **intertextuality** introduced by **Julia Kristeva** assumes that meaning and intelligibility in discourse and Texts are based on a network of prior and concurrent discourse and texts. **Every text is a mosaic of references to other texts, genres, and discourses.** Every text or set of signs presupposes a network of relationships to other signs like strings of quotations that have lost their exact references”.

(Intertextuality. Retrieved 21 April
from <http://www.metapedia.com/wiki/index.php?title=Intertextuality>
)

- In this particular case (tenancy agreements), intertextuality refers to the presence of textual connections between tenancy agreements and the laws that regulate them or other documents that are important to be mentioned when making a tenancy agreement.

3. Textual aspects: Intertextuality

- **Contrato de arrendamiento:** en las cláusulas se está refiriendo constantemente los artículos de la Ley 29/1.994 de 24 de Noviembre, de Arrendamientos Urbanos.

Artículo 2: Arrendamiento de vivienda

1. Se considera arrendamiento de vivienda aquel arrendamiento que recae sobre una edificación habitable cuyo destino primordial sea satisfacer la necesidad permanente de vivienda del arrendatario.

Artículo 3: Arrendamiento para uso distinto del de vivienda.

Se considera arrendamiento para uso distinto del de vivienda aquel arrendamiento que, recayendo sobre una edificación, tenga como destino primordial uno distinto del establecido en el artículo anterior.

Artículo 8: Cesión del contrato y subarriendo.

1. El contrato no se podrá ceder por el arrendatario sin el consentimiento escrito del arrendador. En caso de cesión, el cesionario se subrogará la posición del cedente frente al arrendador.

2. La vivienda arrendada requiere el consentimiento escrito de

se pueden ver claramente las influencias de los artículos 2, 3 y 8 de la Ley de Arrendamientos

Urbanos

PRIMERA. - El presente contrato se otorga conforme a lo establecido en la Ley 29/1.994 de 24 de Noviembre, de Arrendamientos Urbanos y se regirá por lo dispuesto en la misma, y por lo pactado en este documento.

SEGUNDA. - El piso arrendado es la vivienda sita en _____, y que se destinará para uso exclusivo de vivienda de la arrendataria y de su familia, con exclusión de todo otro uso, y no podrá por consiguiente, cederlo, realquilarlo o subarrendarlo, en todo ni en parte, ni alojar en él a huéspedes sin permiso escrito del propietario.

3. Textual aspects: Intertextuality

• **Tenancy agreement**: many of its clauses refer to the **Landlord and Tenant Act**. Moreover, there is intertextuality with respect to the Schedule A (Anexo A) that is attached to the contract. Possibly an inventory of the furniture that are included in the premises.

STATUTORY CONDITIONS

6A. The following statutory conditions apply:

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. (section 76(f)(a))
- 2A. Service – Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlords shall not discontinue providing that service. (section 76(f)(c))
- 2B. Good Behavior – A tenant shall conduct him/herself in such a manner as not to interfere with the possession or occupancy of other tenants. (section 76(2)(b))
3. Obligation of the Tenant – The tenant shall be responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by willful or negligent act of the tenant or of any person whom the tenant permits on the premises. (section 76(e)(f))
4. Subletting Premises – The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the grant of consent. (section 71)
5. Abandonment and Termination – If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages. (section 72)
6. Entry of Premises – Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless
 - a) notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purposes of exhibiting the premises to prospective tenants or purchasers;
 - or–
 - b) the entry is made during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry. (section 73)
7. Entry doors – Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises. (section 75)

3. Textual aspects: Intertextuality

- **Lease or rental agreement**: There are two kinds of hybridization: Explicit and implicit.
- **Explicit**: with respect to an Inventory Move-in Checklist that is attached to the lease.
- **Implicit**: with respect to the laws that regulate rental agreements in The United States.

3. Contratos de arrendamiento/ tenancy agreements/ leases : Generic scrutiny

1. Generic aspects:

1.1. Macrostructure

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1.2. Contextual focus:

- Expositive
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4. Formal aspects

- Syntactic features
- Lexical features



4. Formal aspects: Syntactic an lexical features:

Contrato de arrendamiento

Lexical features:

- **Registro formal y arcaizante:**

“Don _____, denominado en lo sucesivo y a efectos del presente contrato de arrendamiento ARRENDADOR”

“Concluido el periodo contractual pactado, el contrato se prorrogará por la tácita, por periodos de un año:...”

- **Latinismos:** régimen de subrogación mortis

- **Uso de términos técnicos y semitécnicos::**

- **Técnicos:** arrendador, arrendatario, contrato de arrendamiento, alquilar clausulas, realquilar , subarrendar, periodo contractual...

- **Semitécnicos:** partes, convenir, revisión actualización, omisión, modificación, uniformidad.

4. Formal aspects: Syntactic an lexical features:

Contrato de arrendamiento

Rasgos sintácticos:

- **Uso frecuente de la voz pasiva o pasiva refleja:**

“ El presente contrato se otorga conforme a lo establecido en la Ley 29/1.994 de 24 de Noviembre, de Arrendamientos Urbanos...”

“Concluido el periodo contractual, el contrato se prorrogará por la tácita...”

- **Uso de la tercera persona :**

“... si la arrendataria quisiera desistir del cumplimiento total del contrato...”

“ Las partes contratantes convienen que...”

- **Sustitución de nociones verbales por construcciones verbo + sustantivo:** hace expresa y formal renuncia, siendo de cuenta...

- **Nominalización:** exclusión, vencimiento, cumplimiento, revisión, actualización, acomodación, abdicación...

- **Uso de conectores argumentativos:** Por consiguiente.

4. Formal aspects: Syntactic an lexical features

Rasgos sintácticos:

- **Uso anafórico:** “ Todo lo anterior se entiende con absoluta indemnidad del arrendador”

“A los indicados efectos...”

- **Aparición del plural:** (persigue impersonalización):

“ Las partes contratantes convienen que...”

“...las partes convienen que...”

- **Acumulación de locuciones prepositivas:** a lo establecido en, con exclusión de, en la cantidad de, de cuenta de,...

4. Formal aspects: Syntactic and lexical features

Tenancy agreement

Lexical features:

- Words of Latin French or Middle/Old English:

Abandonment: Middle English *abandounen*, from Anglo-French *abanduner*, from (*mettre*) *a bandun* to hand over, put in someone's control century.

Maintenance: Middle English, from Anglo-French, from *maintenir*.

Habitation: Middle English *habitacioun*, from Anglo-French *habitaciun*, from Latin *habitation-*, *habitatio*, from *habitare* to inhabit, frequentative of *habēre* .

Statutory (Statute): Middle English, from Anglo-French *estatut*, from Late Latin *statutum* law, regulation, from Latin, neuter of *statutus*, past participle of *statuere* to set up, station, from *status* position, state

4. Formal aspects: Syntactic and lexical features

Lexical features:

- **Formality:**

Adjectives : willful, negligent, foregoing, prospective.

Nouns: purchaser

Verbs: withheld, mitigate

Adverbs: unduly

Connectors: otherwise.

- **Partial synonyms:** peace /quite, restrict/prohibit, residential premises/ building, services/ facilities.

- **Adjectives used in the legal context:** statutory, negligent.

4. Formal aspects: Syntactic and lexical features

Syntactic features:

- **Nominalization:** payment, termination, possession, enjoyment, foregoing, obligation, relation...
- **Gerund constructions:** “ shall be signed by the person giving the notice...”
- **Long sentences and lack of connectors:**
“ Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant’s continued use and enjoyment of the premises such as, but not as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlords shall not continue providing the service.”

4. Formal aspects: Syntactic and lexical features

Syntactic features:

- **Use of passives:** “ ... unless notice of the tenancy has been given”
- **Use of modal verbs, verbs and expressions that express exhortation :** may , shall, promise, is responsible of...

4. Formal aspects: Syntactic and lexical features

Lease or rental agreement.

Lexical features:

- **Partial synonyms:** clean/ orderly/ neat
- **Formality:** Thereon (con), nuisance, premises, itemized, “...of which the landlord acknowledges receipt.”
- **Technical words:** Landlord, deposit, tenant, rent, property, premises...

Syntactic features:

- **Repetition of words (lack of anaphora):** Expiration, lease, term, party, notifies, intention, terminate...

4. Formal aspects: Syntactic and lexical features

- **Lack of discursive connectors:**

“The Tenant is provided with an Inventory Move-in Checklist attached to this lease. The Tenant shall note the conditions of each item of the Checklist and return a copy to the Landlord within 10 days after taking possession. If the Landlord objects to inclusions of any item, he/she shall notify the Tenant in writing within 10 days. The Tenant and Landlord shall note the condition of each item on the checklist after the Tenant returns possession to the landlord and shall give a copy to the other party.”

- **Conditional clauses:**

“**If** the Landlord returns any amount less than the full deposit, he/she shall also provide a written itemized list of damages and charges.”

4. Formal aspects: Syntactic and lexical features

- **Use of modal verbs(to express exhortation):** shall, may...
- **Parallel structures:** Tenant shall...”, Landlord shall,...
- **Lack of the definite article “THE”:** Tenant shall not sublease..., Landlord address ...

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THANK YOU!!

