

TENANCY AGREEMENT

An agreement is made this Day of Two Thousand and between **P.O BOX**- **City & Country**..... **ID NO**..... (Hereinafter called the Tenant) and **PO BOX****Town/City**..... (hereinafter called the Landlady) of the other part **WHERE IT IS AGREED AS FOLLOWS: -**

The Managing agent agrees to let and the Tenant agrees to lease **House No. 30B** Semi-furnished and improvements erected thereon and being situated at **ESTATE**.

1. The lease period shall be for 11 Months renewable commencing at a monthly rental of Kenya Shilling (**KENYA SHILLINGS** **ONLY**). This is exclusive of the service charge payable per month i.e. garbage etc. Rent is payable to **SKY PLUS AGENCIES LTD**..... **BANK** **BRANCH ACCOUNT NO.** by the **5th day** of the month after which it will attract a penalty equivalent to 10% of the monthly rent. Any bounced cheque shall attract re-collection fees and bank charges of kshs. 3500/=.
2. The said rent is exclusive of utility bills namely electricity & water bills which are payable by the tenant. A refundable electricity deposit of **Kshs** water deposit is payable upon signing this agreement.
3. A refundable deposit equivalent to two month's rent at **Kshs**..... (**Kenya Shillings** **only**) still is payable.
4. Thereafter either party can terminate the lease by giving one month's written notice (30DAYS) or payment of the equivalent of one month's rent in lieu.

NB: Under no circumstances should the tenant use the deposit as rent.

5. The Tenancy shall be deemed to have been terminated on the expiry of the fixed period stated above or by giving (30 days) a month's written notice by either party or payment of re-letting fees by the tenant if the tenant is allowed to determine the same before the fixed term stated above.
6. To pay a consideration of **Kshs**...../= in respect of this agreement.

THE TENANT HEREBY AGREES: -

- a) To keep the premises and the adjoining area clean and in good order at own expense and to hand over the premises on the termination of tenancy in the same condition and repair as on entry fair wear and tear exempted.
- b) Not to do nor permit or suffer to be done anything whereby any insurance in respect of the premises as a whole against loss and damage by fire may become avoidable or whereby the rate of premium for any such insurance may be increased.
- c) To use the premise in tenant like manner for a residential and shall not carry on or permit to be carried on any trade or business of any kind whosoever.
- d) Not to assign, subject charge or part with possession of the premises (or any part thereof) without previous consent in writing of the Landlady or his agents.
- e) Not to damage or injure the premises or make any alterations or additions to the said premises or drive nails, screw bolts other fasteners into wall, floors or ceiling without the consent of the managing agents in writing.
- f) To permit the managing agent at any arranged time to enter the premises to view the state and condition thereof and the fixtures and fittings.
- g) To permit the Agents during the last two months of the tenancy to exhibit in the front windows or in any other suitable place, a notice advertising the premises to let and during this period to allow all persons holding an order to view the premises to enter the premises and inspect the same at arranged times.
- h) To make periodic inspections of the premises and report immediately in writing to the agents any apparent defects which may develop in the structure of the premises and signs of white ants, bees, termites or any other destructive insects or any wet or dry rot.
- i) Not to do nor permit or suffer anything in the said premises or adjoining the said premises any act or thing which may at any time become a nuisance or annoyance to any of the occupiers of any of the other premises or of the other premises or any neighboring property or injuries or detrimental to the reputation of the Landlady.



- j) To be responsible for all damages incurred during the tenancy and will replace with articles of the similar quality, all items, which shall be lost, broken or damaged during the tenancy.
- k) Not to use charcoal or wood for cooking in the house.
- l) One month before expiration of the lease of the term agreed or earlier determination of the said term to have professional painter paint with two coats of good paint in a proper and workmanlike manner to the satisfaction of the Landlady
- m) To yield up the building in the conditions now existing including fittings, fixtures and equipment in good order and condition.
- n) Not to remove any screws, bolts, nails grills, doors, or any fixtures and fittings even if any of all these are done at his expense.
- o) To pay the stamp duty on this Agreement and a Duplicate thereof and any other charges in connection with its preparation.
- p) To pay the required garbage fee, security fee to the required parties in the estate
- q) To attend welfare meetings within the Estate as required and cooperating with the other neighbors

THE LANDLADY AGREES: -

- a) That the tenant paying the rent and performing the agreement on his part, the tenant may quietly possess and enjoy the premises during the tenancy without any unlawful interruption from the Landlady or any person claiming under or in trust for that party.
- b) To keep the outside walls, roof and main structure of the premises in good order.
- c) To pay the rates and Land rent in respect of the said premises.
- d) If the tenant at the expiration of the term be desirous of obtaining a new lease for a further period of 11 months of the said premises and shall signify such a desire in writing given to the Landlady at least

(3) three calendar months before the expiry of the said term provided the tenant shall not have breached any of the lease contents shall be given option to lease the said premises if it is to be leased for a further period of 11 months at the rent to be negotiated and agreed upon.

e) It is hereby expressly declared and agreed that if the rent shall be in arrears for more than Ten (10) days after the same shall have become due and payable whether formally demanded or not or if the tenant shall fail to perform and observe any of the covenants herein contained or implied it shall be lawful for the Landlady at any time thereafter to enter into the said premises or any part thereof and to again repossess the same without prejudice to any right or action or remedy of the landlady in respect of any antecedent breach of any of the covenants herein contained or implied.

SIGNED by the said TENANT:

NAME:

ID NO.

SIGNATURE:

DATE:

SIGNED BY THE AGENT:

NAME:

SIGNATURE:

DATE:

Prepared by:-

Sky Plus Agencies LTD

Po Box 103793-00101

Nairobi