

**TENANCY AGREEMENT**

**DATED ON THIS      DAY OF              20...**

**BETWEEN**

**\*\*\*\*\***

**(As the “Landlord”)**

**AND**

**XXXXXXXXXXXX**

**(As the “Tenant”)**

**Over**

**XXXXXXXXXXXX**

**(As the “Property”)**

**Prepared by:-**

**Sky Plus Agencies LTD**

**Po Box 103793-00101**

**NAIROBI**

**REPUBLIC OF KENYA**

**TENANCY AGREEMENT**

An agreement is made on this .... Day of ..... Two Thousand and Twenty Two  
**BETWEEN**

.....of **PHONE NO.** ..... **ID NO.** .....and of P.O Box Number (Hereinafter called "**THE LANDLORD**" which expression shall where the context so admits include his successors in title and assigns) of the one part.

**AND**

.....of **ID NO.**.....and **P.O. Box Number**.....(Hereinafter called "**THE TENANT**" which expression shall where the context so admits include his successors in Title and assigns) on the other part.

**WHEREAS:**

- a) **SKY PLUS AGENCIES LIMITED** is the managing agent of the Property and the landlord herein.
- b) The Managing agent agrees to let and the Tenant agrees to rent **House No.** .....Semi-furnished **2 bedroom bungalow** and improvements erected thereon and being situated at ..... (Hereinafter called "**the Premises**").

**IT IS MUTUALLY AGREED BY THE TWO PARTIES AS FOLLOWS:**

- 1. The tenancy period shall be for Eleven (11) Months renewable commencing .....
- 2. The monthly rent shall be Kenya Shillings ..... (**Kenya Shillings Thousand Only**) exclusive of the service charge payable per month i.e. garbage, security and water bill.
- 3. The monthly rent payable shall be paid to **SKY PLUS AGENCIES LIMITED NCBA BANK KENYATTA AVENUE BRANCH ACCOUNT NO.** ..... by the **5th day** of every subsequent month failure to which it will attract a penalty equivalent to 10% of the monthly rent.
- 4. Any bounced cheque shall attract re-collection fees and bank charges of **Kshs. 3500/= (Kenya Shillings Three Thousand Five Hundred Only)**. Postdated cheques are not acceptable under any circumstances.
- 5. After payment has been made, the Tenant shall forward the payment message to the property manager as proof of payment and record keeping.
- 6. The Service charge being water bill, garbage and security to the tune of **Kshs. 1,500/= (Kenya Shillings One Thousand Five Hundred Only)** is payable monthly together with the rent by **5<sup>th</sup>** of every month.
- 7. The Tenant upon the execution of this agreement shall pay one month's rent, a refundable deposit equivalent to one month's rent and refundable water deposit of **Kshs \*\*\*\*\* (Kenya Shillings Hundred Only)** to the management agents account which details are provided above.
- 8. The deposit paid by the Tenant shall be refunded less the cost of repairs upon inspection by the Landlord at the lapse of the Tenancy period.
- 9. The Landlord may with notice to the Tenant increase the monthly rent payable upon renewal of the tenancy.

10. The purpose of the tenancy agreement shall be for the Tenant to occupy and enjoy vacant possession of the premises being the residential house situated on.....
11. The Tenant shall give the Landlord Two (2) months' calendar notice in writing of his intention to renew the Agreement.
12. If the Tenant intends to yield up the Landlord's premises he shall give Two (2) months' calendar notice in writing to the Landlord of intention not to renew the tenancy agreement.
13. Either party can terminate the tenancy by giving one month's written notice (30DAYS) or payment of the equivalent of one month's rent in lieu.
14. If the Landlord terminates the Agreement without any breach on the part of the Tenant, before the end of the tenancy period, the Landlord shall pay to the Tenant the cost of breach of contract and damages occasioned to the Tenant as a result of the said breach.

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

15. The Tenancy shall be deemed to have been terminated on the expiry of the fixed period stated above or by giving Thirty (30) day'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.

**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 a tenant like manner for a residential area and shall not carry on or permit to be carried on any trade or business of any kind whatsoever.
- d) Not to assign, subject charge or part with possession of the premises (or any part thereof) without previous consent in writing of the Landlords 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 one month 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 Landlords.

- 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 tenancy 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 Landlords
- 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 for the Security, Electricity and Water bills to the concerned Authorities.
- q) To attend welfare meetings within the Estate as required and cooperating with the other neighbors.
- r) Not to let the property to any third party without the written consent of the Landlord.
- s) To abide by the rules, regulations and by-laws of the local authority and will not do or offer to be done anything whereby the Landlord's present right in respect of the premises let may be adversely affected.

**THE LANDLORDS AGREE: -**

- 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 Landlords 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 all rates and taxes levied by the concerned authorities in respect of the said property.
  - d) If the tenant at the expiration of the term be desirous of obtaining a new tenancy for a further period of Eleven (11) months of the said premises, they shall signify such a desire in writing given to the Landlords at least Two (2) calendar months before the expiry of the said term provided the tenant shall not have breached any of the terms of the tenancy shall be given option to rent the said premises if it is to be let or a further period of Eleven (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 Landlords 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 Landlords in respect of any antecedent breach of any of the covenants herein contained or implied.
16. Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to negotiation, if the same fails to yield results, the same shall proceed to mediation and subsequently to Arbitration before an Arbitrator mutually agreed upon by the parties herein in accordance with the Chartered institute of Arbitrator rules.

Notwithstanding the above, either party may proceed to seek other avenues for dispute resolution including but not limited to institution of legal proceedings.

- 17. No amendment to this Agreement shall be effective and binding on the parties hereto unless it is in writing and duly executed by the parties in the same manner as this Agreement.

- 18. This Agreement shall be governed by and construed in accordance with the laws of Kenya.
- 19. This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.
- 20. In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.
- 21. The parties are bound by this Agreement and shall each fulfil their obligation as per the terms and conditions herein agreed.

**IN WITNESS WHEREOF** the parties have subscribed their names and signed the day and year first herein before written.

**SIGNED by the LANDLORD'S AGENTS' :**

**NAME:** .....

**SIGNATURE:** .....

**DATE:** .....

**SIGNED by the TENANT:**

**NAME:** .....

**EMAIL ADDRESS:** .....

**PHONE NO.** .....

**ID NO.** .....

**SIGNATURE:** .....

**Prepared by:-**

**Sky Plus Agencies LTD**

**Po Box 103793-00101**

**NAIROBI.**