

DATED.....DAY OF.....

TENANCY AGREEMENT

OF

LAND REFERENCE No. -----

Name and location of property

NAIROBI

BETWEEN

AND

TENANCY AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2012 BETWEEN _____ Of P.O. Box Number _____, Nairobi (hereinafter called "the Landlord" which expression shall where there context admits include its successors and assigns) of the one part and _____ **Passport No** _____, of P. O. Box _____ Nairobi (hereinafter called "the Tenant" which expression shall where the context admits include its successors and assigns) of the other part.

WHEREAS IT IS AGREED BETWEEN the parties as follows:

1. The Landlord agrees to let and the Tenant agrees to take all that residence erected on **L.R. No.** _____, for a period of _____ **(-) year** commencing on the **1ST** _____ to the **1ST** _____. The option to renew the tenancy shall remain at the absolute discretion of the Landlord and notices to that effect shall be given to the Tenant within three months time before the expiry thereof.
2. (i) The monthly rent payable by the Tenant to the Landlord shall be the sum of Kenya shillings _____ **(KSHS. _____)** payable **in advance on the first day of each quarter** for the period **1ST** _____ to the **1ST** _____. The tenant shall also pay a non-interest earning security deposit of Kenya shillings _____ **(KSHS. _____)** to be retained by the Landlord throughout the tenancy period, which sum is refundable at the termination of this tenancy with proper **TWO (2)** calendar months' notice, or on expiration of the lease period the said sum may be utilized to defray any outstanding conservancy and/or renovation, redecoration charges or expenses which would at all material times may be payable by the Tenant within the tenancy period.
- (ii) Either party can terminate this agreement by giving the other party a two calendar months **notice in writing** or 2 months rent equivalent in lieu of notice.

2. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:

- (i) To pay rent on the days and in the manner aforesaid clear of all deductions whatsoever.

Any bounced cheque shall attract a recollection fee of 5% and rent falling in arrears will attract a 10% penalty every month. Rent shall be deemed to be in arrears on the seventh day from the due date.

- (ii) To pay electricity, water conservancy and telephone (if any) charges which are or may at any time during the said term be assessed or imposed on the said premises, not to disconnect the telephone (if connected by the lessor) at the termination of the lease nor at any other time but to transfer the number back to the lessor or his/her nominee.
- (iii) At the termination of the said term of tenancy to deliver up the premises together with the Landlords fixtures and fittings therein with all locks keys and fastenings complete and in such state of repair order and condition as shall be in strict compliance with the covenants and agreements in that behalf on the part of the lease herein contained,
- (iv) To use only electricity or gas cookers and not to use charcoal or paraffin or other means of cooking in the buildings.
- (v) Not to make nor permit to be made alterations in or additions to the said premises nor to erect any fixtures therein nor drive any nails, screws, bolts or hedges in the floors, walls or ceilings thereof without the consent in writing of the landlord first and obtained (which consent shall not be unreasonably withheld).
- (vi) To permit the Landlord, his agents, workmen or servants at all reasonable times on notice from the landlord whether oral or written to enter upon the said premises or any part thereof and execute structural or other repairs to the buildings of which the premises form part of or to the electrical circuits, water pipes and drains in or under the same or other repairs which the landlord may be liable to out hereunder,
- (vii) To use the demised premises for only lawful and authorised purpose.
- (viii) Not to sub-let the demised premises or any part thereof during the period of the tenancy without the consent in writing of the Landlord or his authorised agents such consent not be unreasonably withheld.
- (ix) To pay for the replacement or make good repair or restore all such fixtures and fittings as shall be broken, lost or damaged or destroyed during the tenancy and to replace keys (or the appropriate locks which are lost, broken or damaged).
- (x) To keep the demised premises/fittings and fixtures therein clean and in good condition and to hand over the property/fittings and fixtures at the expiry or earlier termination of the tenancy in the same condition and repair as on entry, except on normal wear and

tear.

- (xi) To be responsible for all damage which is incurred as the result of negligence or willful act on the part of the tenant and/or occupant to walls, ceilings, floors, windows, and doors and will repair the same at his/her own expense if required to do so by the landlord or his authorised agents,
- (xii) To be responsible for all normal running repairs and maintenance in connection with internal plumbing, fixtures, fittings, heaters, windows, locks, handles and fasteners (**as per the inventory taken**) and should ensure that they are in working order before taking occupation of the demised premises,
- (xiii) Not to fell any trees or shrubs without the permission in writing to the landlord or his authorised agents and to maintain the gardens and fencing (if any) in suitable condition,
- (xiv) Not to do or permit or suffer to be done anything whereby any insurance of the demised premises against loss or damage by fire may become void or voidable or whereby the rate of premium for any such insurance may be increased and to pay to the Landlord all sums paid by way of increased premium and all expenses incurred by him in or about the renewal of any such policy rendered necessary by a breach of this covenant and all such payments shall be added to the rent hereinbefore reserved and be recoverable at rent;
- (xv) In the event of the premises or any part thereof being damaged or destroyed by fire at any time during the tenancy hereby created and the insurance money under any insurance policy against fire affected thereon by the landlord being wholly or partly irrevocable by reason solely or in part of any act or default of the tenant, then in every such case the tenant will forthwith (in addition to said rent) pay to the landlord the whole or (as the case may require) a fair proportion of the cost of completely rebuilding and reinstating the same any dispute as to the proportion to be so contributed by the tenant or otherwise in respect of or arising out of this provision to be referred to arbitration in accordance with the Arbitration Act or any statutory modification or re-enactment thereof for the time being in force,
- (xvi) Not to do or permit or suffer to be done anything in or upon demised premises or any part thereof which may at any time be or become a nuisance or annoyance to the neighbours or injurious or detrimental to the reputation of the demised premises,
- (xvii) To remove at his own expenses any nest of bees or wasps, insects or other pests that

- may infest the property during his tenancy,
- (xvii) To take reasonable precaution to ensure that the presence of any dry or wet rot or white ants or other destructive insects or pests do not gain access to the said premises and to notify the landlord forthwith once the infestations appear.
 - (xviii) The cost of preparing this Agreement and the Stamp Duty on this form of Agreements and one copy thereof shall be for the account of the tenant.
 - (xix) To redecorate and varnish immediately prior to the expiry or earlier termination of the tenancy all the interior of the demised premises fittings and fixtures with three coats of good paint of the same colour and quality as are found at the commencement of the tenancy; an amount equivalent to 15 (Fifteen) days rent shall be payable by the tenant to cater for the redecoration period where redecoration has not been done prior to the handover of the premises.

4 THE LANDLORD HEREBY AGREES WITH THE TENANT AS FOLLOWS:-

- (i) To keep the demised premises insured against fire or other calamities in the full insurable value thereof and shall pay all premiums necessary for effecting and keeping up the same.
- (ii) To pay Ground rent (if any) and the unimproved site value tax together with all increases in site Value Tax and Land rent, service charge, rates, taxes, charges, outgoings, impositions and assessments which nor or may hereafter imposed or assessed by the respective authorities in respect of the demised premises after commencement of the tenancy.
- (iii) To keep the structure roof, the outside of the buildings and premises in a goods state of repair and painted where necessary,
- (iv) To permit the tenant paying the rent hereby reserved and performing and observing the covenants and agreements herein contained or implied and on his part to be performed and observed peaceably and quietly to possess and enjoy the said premises during the said term created without any interruption from or by the landlord or any other person or persons lawfully claiming from or under it,
- (v) To maintain the carriage ways, car parking areas and paths serving the said premises in good repair and free from potholes and also (save in respect or damage arising from negligence or willful damage on the part of the tenant) to

maintain the fences surrounding the buildings.

5 IT IS HEREBY AGREED BETWEEN THE LANDLORD AND TENANT AS FOLLOWS:-

- (i) The landlord or his authorised agents retain the right to enter the demised premises to carry inspections and will first obtain permission of the Tenant to enter, such permission not to be unreasonably withheld AND THE TENANT WILL ALSO during the last months of the tenancy permit any person or persons to enter and inspect the demised premises at reasonable times upon production of an order to view from the landlord or authorised agents,
- (ii) If the rent shall at any time during the period of the tenancy become more than seven (7) days in arrears, whether legally demanded or not or if the tenant shall omit to perform or to observe any of the covenants herein contained then the landlord or his authorised agents retain the right to terminate the tenancy and assume possession of the demised premises immediately and take whatever action they think fit to recover the arrears of rent PROVIDED that in the event the landlord will first give to the tenant seven days notice of the breach of and the proposed redress which if not complied with by the tenant within seven days, then the landlord may take without further notice to the tenant, whatever lawful action he thinks fit to recover the arrears of rent and/or obtain the redress required.
- (iii) Any dispute, claim or question arising out of or relating to this Agreement or the interpretation, breach or validity hereof, shall be referred to arbitration by a single arbitrator to be agreed upon between the parties and in default of Agreement within 14 days to be appointed by the Chairman of the Kenya branch of the Chartered Institute of Arbitration. The arbitration will be conducted in accordance with the Arbitration Act 1995 or any statutory amendment to it;
- (iv) Rent shall be payable on or before the **Seventh** day of each month and shall be deemed to be in arrears thereafter and subject to provisions of Clause 3(i). Rent deposit paid **shall not be utilized** as rent payment during the last months and or at any time of the tenancy term whatsoever.
- (v) The inventory of the premises shall be construed to be as recorded at

commencement of the initial tenancy agreement signed for The Premise in the event that the tenant has been offered subsequent renewals or if the tenancy has been assigned to an incoming party with approval of the Landlord.

IN WITNESS WHEREOF the parties have hereto set their hands this ____ day of _____ Two Thousand and Twelve

SIGNED by the LANDLORD

in the presence of

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SIGNED by the TENANT

in the presence of

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