



(Attach Passport Size Photograph)



**UNIVERSITY OF NAIROBI**  
**STUDENT WELFARE AUTHORITY**

**FORM R4** c. 2016

**OCCUPANCY AGREEMENT**

*This form should be filled in triplicate as follows:- i. Original – SMU Manager ii. Copy - Halls Officer iii. Copy - Occupier*

**PERSONAL DETAILS**

*Name of Student:* ..... *Reg. No:* .....

*Faculty:* ..... *College:* .....

*Year of study:* ..... *SMU:* .....

*Gender (tick one)*      *Male* ☐      *Female* ☐      *HALL:* ..... *ROOM NO:* .....

I \_\_\_\_\_ (*Occupier*) accept the offer of Accommodation from the University of Nairobi (*Landlord*) in \_\_\_\_\_ (*Name of Hall*) at the rate \_\_\_\_\_ per Semester/Year with the basic furniture/effects specified in the inventory on the following terms and conditions.

**LEASE**

1. I agree to occupy the accommodation for a minimum period of the academic year as specified in the Senate Approved Term dates:  
*From:* \_\_\_\_\_ *To:* \_\_\_\_\_
2. I accept that failure to occupy the accommodation by the cut off time given to me will lead to the cancellation of the lease.
3. I accept that variation to the period of occupancy is not permissible unless in exceptional circumstances and with the consent of the Landlord. In the event of consent being withheld, I accept that I shall be held liable for continued payment of fees throughout the duration of the lease.
4. I accept to pay at market rate any unauthorised extension/overstay.

**FEEES**

5. I accept liability for the payment of fees to be met during the specified period of lease in advance.  
Payment will be deposited to the Landlord's specified Bank Account which will be provided.

**OBLIGATIONS OF THE UNIVERSITY AS A LANDLORD**

6. Maintain the exterior of the premises including roof and service pipes in a good and reasonable state of repair.
7. Be responsible for interior decoration at specified intervals.
8. Provide and maintain fittings and furniture, unless as a result of damage or deliberate negligence.
9. Not be held liable for any damages or loss or theft of any of the occupier's personal belongings on the premises.

**OBLIGATION OF STUDENT AS OCCUPIER**

*As Occupier I agree to the following obligations:-*

10. To occupy the premises as living accommodation only and for no other purpose and that I will not cook in the room as it is illegal and endangers the life of residents, their properties and that of the university.
11. That I shall not accommodate any unauthorized persons, suspended or expelled students in my room.

### ***PETS AND CHILDREN***

12. I accept that no pets or children are permitted to reside in the premises.

### ***ASSIGNATION/SUBLETTING***

13. I accept that I have no right to assign the accommodation in part or in whole or to sublet the premises.

### ***CONDUCT***

14. I agree to abide by the University code of conduct within the residence and to ensure that my behaviour at no time infringes the rights or safety of the occupants.

### ***VISITORS/GUESTS***

15. I take responsibility for behaviour of my guest and visitors within the Halls of residence in accordance to 10.00 am to 10.00 pm rule and note that, I shall be held liable for any damage or losses to the property as a result of the conduct of my guests.
16. Any student found to have accommodated any unauthorized person shall be charged at Module II rate for a period of one academic year.

### ***TAKING GOOD CARE OF THE ACCOMMODATION***

17. I accept that inventory will be issued at the commencement of my occupancy, checked by me and returned after which I will be given the opportunity to accept the accommodation, its furniture and fittings as being in good and tenable condition. I undertake to maintain them in the same condition throughout the period of occupancy, fair wear and tear expected. Failure to return the Inventory will result in the assumption that the accommodation, its furniture and fittings are in good and tenable condition.

### ***CLEANING***

18. I undertake to keep my bed space in clean and tidy condition, acceptable to the University. I accept that failure to comply will result in the use of cleaning services, the cost of which will be borne by me.

### ***DECORATION***

19. I accept that no structural alterations will be made by me to the premises and that any decoration must have the consent of the University.

### ***COMMON PROPERTY/UNASSIGNABLE DAMAGES***

20. I accept joint and several liability for communal premises for the use of occupants within the block, hall or house. I accept where deliberate damage or such property has occurred and those responsible cannot or will not be identified, that the cost of making good the damage will be equally shared among all residents.

### ***COMMON PASSAGEWAYS***

21. I accept that I shall be held liable with the other residents in the block/hall/house for keeping tidy and free from obstruction any landings and common passageways within the residence.

### ***ACCESS***

22. I agree to give access to the Landlord or Landlord's Agents at reasonable times to allow periodic inspection/repair/painting/cleaning of the premises.

### ***REPOSSESSION OF THE PREMISES***

23. I accept that the premises are let to me on condition that I am and remain a person who is pursuing a course of study provided by the University of Nairobi.
24. I acknowledge that if I breach any conditions, regulations or obligations outlined in the foregoing agreement the University reserves the right to repossess the premises.

### ***SIGNED ON BEHALF OF THE UNIVERSITY***

Name of official: \_\_\_\_\_ Date: \_\_\_\_\_

Occupier's Signature: \_\_\_\_\_ ID. No /Passport No. \_\_\_\_\_ Date: \_\_\_\_\_