

Rental Agreement ELSIE EXECUTIVE APARTMENTS

Under HOMELINK INVESTMENT AGENCY

TERMS OF THIS AGREEMENT

- 1) This agreement is for a period of six (6) months OR twelve (12) months (one year).
- 2) The agreement has two periods, NOVEMBER to APRIL (11-4) and MAY to OCTOBER (5-10).
- 3) PAYMENTS and PAYMENT DATES
 - ✓ Payments are made for three (3) months, six (6) months, or twelve (12) months.
 - ✓ Payments will be made before the tenant is handed over the room for the first phase, where the tenant will pay rent in one lump sum according to clause three, section one
 - ✓ If it is three months, it will be in the following sequence:
 - a) November – January
 - b) February – April
 - c) May – July
 - d) August – October
 - ✓ Payment dates:
 - a) Before the 3rd of November
 - b) Before the 3rd of February
 - c) Before the 3rd of May
 - d) Before the 3rd of August
 - ✓ The first phase payment must be made before the subsequent phase payment, which will be paid shortly after the end of the paid months, where the tenant will also pay three months' rent in one lump sum within three days from the end of the paid months.
 - ✓ The tenant is responsible for timely payment of rent, and both the tenant and the house manager will sign below to indicate that the payments have been made as appropriate:

1. First phase Ksh
(words).....

Tenant..... Manager
.....

2. Second phase Ksh
(words).....

Tenant..... Manager
.....

3. Third phase Ksh
(words).....

Tenant..... Manager

.....

4. Fourth phase Ksh

(words).....

Tenant..... Manager

- 4) The tenant agrees to rent room number..... where the rent for the room is Ksh 60,000/= for one (1) month.
- 5) Each tenant will be required to pay a deposit of ONE HUNDRED THOUSAND SHILLINGS (Ksh 100,000/=) as a security deposit for any damages caused by the tenant, such as damaging a lock, pipe, frequently clogging the plumbing, defacing walls, and other similar issues. This money will be used for repairs, and if unused, it will be refunded to you at the end of the contract. It is agreed that the tenant will be refunded the remaining deposit after bank deductions are made according to the bank's procedures at the relevant time.
- 6) The tenant will not be allowed to enter the room for the purpose of living or continuing to live in the said room until they have completed the payment of rent as directed in this agreement.
- 7) The tenant is responsible for paying the costs of water and sanitation; this money will only be collected by the hostel manager.
 - a) The issue of sanitation is the responsibility of each tenant; therefore, each tenant will be required to contribute to the sanitation costs monthly at a rate of Ksh 3,000/= per month, per room. This payment will be made every six months unless.
 - b) Water costs are the responsibility of the user (tenant) to pay for water. The estimated water cost is Ksh 5,000/= per month and will be paid every three months.
 - i. However, the cost may be higher or lower depending on usage. If the cost exceeds the estimated amount, the tenant will be required to pay the excess, and if the cost is lower, it will be carried forward to the next payment phase. Water costs may change at any time based on the unit (acre) costs from the relevant authority. The hostel manager will request your water usage every 30th of the month and record the relevant usage.
- 8) The gate will close at 11:59 PM and open at 11:00 AM. It is the tenant's responsibility to adhere to this time unless there is an emergency, and they inform the Apartments guards.
- 9) The tenant is responsible for maintaining decorum and is not allowed to cause disturbances within the hostel, such as bothering others with personal matters like playing loud music and anything else that may annoy others, including disturbing the guard.
- 10) The tenant is required to respect and follow the procedures that will be established collectively with other tenants.

- 11) Tenants will be allowed to establish their leadership to assist in coordinating issues of clean water, wastewater, electricity, and coordinating cleaning shifts or any other matters that aim to create a conducive living environment.
- 12) Each tenant must fill out a clearance form when the contract period ends; failure to do so will result in the appropriate funds not being refunded. However, if it is proven that there has been significant damage caused, the costs of which exceed the security deposit, the tenant will be required to cover those repair costs, and if they fail to pay, the manager will have the right to with-hold property or any item of value related to those repairs until the tenant covers the repairs or the item they damaged.
- 13) The tenant will not be allowed to hand over the room they rented to anyone else without the consent of the house manager, and if the manager agrees, the new tenant will be required to sign a new contract with the manager to legalize that agreement.
- 14) Any tenant who fails or violates the rules/regulations of this agreement will lose the right to occupy the room, and the manager will give Seventy-two hours to vacate, and if the tenant defies this requirement, legal action will be taken against them.
- 15) The tenant is required to give notice of their intention to continue living or vacate within thirty (30) days, and failure to provide this notice will be interpreted as the tenant's lack of intention to continue living in the said room.
- 16) The tenant is not allowed to do anything in the room, such as drilling holes in the wall, drawing anything on the wall, and other similar actions.
- 17) Both parties have the right to terminate the agreement by giving written notice of that intention thirty days before terminating this agreement.
- 18) If the owner terminates this agreement, they must refund the month's payment for the remaining period; otherwise, if the tenant has terminated this agreement, they will not be refunded any remaining funds.
- 19) The agreement takes effect from the day of..... date.....

Month of..... year.....

Tenant

signature

Witness

Signature

Tenant

Signature