



**HSE NO: S15**

# **MULBERRY COURT**

## **TENANCY AGREEMENT**

**BETWEEN**

**ELIZABETH W. MUTAMBAH**

**P.O BOX 545-00100**

**NAIROBI**

**AND**

**JUSTUS MAOSA MITANYA**

**TEL: +254787 370 876**

**Email: jmaosa@yahoo.com**

**DATE**

1<sup>st</sup> June 2021

**PARTIES**

- : 1. The Landlord **Elizabeth W. Mutambah**  
P. O. Box 545-00100 Nairobi  
(As the registered owner of the  
Property)
2. The Tenant **Justus Maosa Mitanya**

**PROPERTY**

The Property rented is a house number **S15** being situated on a portion of ALL THAT piece of land known as Mulberry Court

**TERM**

1 year from: 1<sup>st</sup> June 2021  
To : 31<sup>st</sup> May 2022

**RENT (FIRST YEAR)**

Rent payable is Kenya Shillings **Three Thousand (Ksh.3,000)** per month payable monthly in advance. The Tenant shall deposit the amount in the Landlord's Account and shall remit the deposit slip to the Agent on or before the **Fifth (5<sup>th</sup>)** day of every month.

**ACCOUNT DETAILS**

**Bank: Co-operative Bank, Ngong Branch**

**Account No: 01192543869200**

**Account Name: Hillsgate Properties and Real Estate Ltd**

**Or**

**M~pesa Paybill**

**Paybill No. 400222**

**Acc No. 1714840#**

**DEPOSIT / SECURITY**

On the date of commencement of this tenancy the Tenant shall deposit with the Landlord and maintain throughout the term an amount equivalent of one (1) month's rent (the deposit) being the initial amount of Kenya Shillings **Three Thousand (Ksh.3,000)**. This shall be used as security for the performance by the Tenant of the Tenant's Obligations under this Tenancy.

The Landlord may apply the Deposit towards the Tenant's obligations and may thereafter allocate any subsequent payment by the Tenant to restore the Deposit in full.

The Deposit shall be refundable without any interest to the Tenant after the expiry of this Tenancy and the Delivery up of the premises in proper condition and in accordance with the provisions of this Tenancy.

**NOTE: At no instance shall the deposit be used as rent.**

**FIRST PAYMENT OF**

**RENT:**

Kenyan Shillings **Three Thousand (Ksh.3, 000)** being rent for the first month to the Landlord upon execution hereof (receipt of which sum is hereby acknowledged) and the next payment is due by equal payment in advance at the beginning of every subsequent month subject to the terms of this agreement.

**SECURITY:**

Rent deposit of Kenya Shillings **Three Thousand (Ksh.3, 000)** shall be paid upon execution hereof (**receipt of which is hereby acknowledged**). The deposit shall be held by the Landlord subject to the terms herein contained.

**A.** It is hereby agreed that the Landlord lets and the Tenant takes the Property for the term and at the rent as stated above.

## **LETTING PROVISIONS**

- 1 Where the context admits,
  - 1.1 The “**Landlord**” includes the persons for the time being entitled in reservation expectant on the tenancy.
  - 1.2 The “**Tenant**” includes the persons deriving title under the Tenant.
  - 1.3 References to the Property include references to any part or parts of the Property.
2. The Tenant will:
  - 2.1 Pay the rent at the times and in the manner specified.
  - 2.2 Pay for all electricity, water and conservancy which shall be consumed on or supplied to the Property during the tenancy and, on termination of the tenancy, will give copies of final paid up bills for all services to the Landlord or the Landlord’s Agents provided always the Landlord shall ensure all services are duly connected at the commencement of the Term and shall ensure all utility accounts are duly cleared at the commencement date.
  - 2.3 Use the Property in a tenant-like manner for a private residential dwelling only and not carry on or permit to be carried on the Property any trade or business of any kind whatsoever.
  - 2.4 Not damage or injure the Property or make any alteration in or addition to it without the prior written consent of the Landlord such consent not to be unreasonably withheld, provided the property is returned in its original condition at the end of the tenancy.
  - 2.5 Keep the interior(s) on the Property including all fittings and fixtures in reasonable repair and condition, fair wear and tear excepted, and will yield up the same in like repair and condition at the expiration of the said term.
  - 2.6 Cultivate the garden of the Property (if any) and keep the same in reasonable order and condition and dispose of the garbage outside of the Property.

- 2.7 Permit the Landlord or the Landlord's Agents at any arranged time to enter the Property to view the state and condition thereof upon reasonable advanced notice.
- 2.8 Execute all repairs for which the Tenant is liable in accordance with any notice reasonably given by the Landlord after inspection of the Property as aforesaid.
- 2.9 Permit the Landlord or the Landlord's Agents during the last One (1) months of the tenancy to exhibit, in any other reasonably suitable place, a notice advertising the Property as being let and, during this period, will allow all persons holding an order to view the Property upon reasonable advanced notice.
- 2.10 On termination of the tenancy, paint all those parts of the interior(s) of the Property as are usually painted with two coats of paint and will grain, varnish and colour all such parts as are usually so dealt with in a proper and workmanlike manner to the reasonable satisfaction of the Landlord or the Landlord's Agents and in the same colour scheme as at the time of taking occupation.
- 2.11 Make periodic inspections of the Property and report to the Landlord any apparent defects in the structure of the Property and any signs of white ants, bees, termites or any other destructive insects or any signs of wet or dry rot.
- 2.12 Not assign, underlet, charge or part with possession of the Property (or any part thereof) without the prior written consent of the Landlord.
- 2.13 Not do or suffer to be done on the Property anything which may be or become a substantial nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.

- 2.14 Be responsible for all damages incurred as a result of negligence or wilful act of the Tenant, its servants, licences or trustees and will replace with articles of a similar quality all items which shall be lost, broken or damaged during the tenancy.
- 2.15 Yield up the Property at the end of the tenancy in reasonable and tenantable repair in accordance with the foregoing agreements.
- 2.16 The Landlord shall pay for all costs associated with drawing up of this agreement including, without limitation the Advocate's costs, stamp duty and registration fees (if any).

3 **The Landlord agrees with the Tenant as follows:**

- 3.1 The Tenant paying the rent hereby reserved and performing and observing all agreements and conditions herein contained or implied and on its part to be performed and observed shall and may peacefully and quietly hold the Property during the tenancy hereby created without any interruptions from or by the landlord or any person on his behalf.
- 3.2 To pay the rates, government land rent and all other taxes and insurances and charges now or hereafter payable in respect of the property and if required provide to the Tenant copies of the receipted accounts.

**4. General Terms**

- 4.1 If the rent shall be in arrears for more than Seven (7) days after the same have become due and payable, or if the Tenant shall fail to perform and observe any of the agreements herein contained or implied and has not complied with any notices in respect of such breach or non-

payment, it shall be lawful for the Landlord at any time thereafter to enter into the Property and to again repossess the same without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants herein contained or implied.

- 4.2 In the event the Rent shall be in arrears or if any such payment dishonoured then interest shall be charged on any outstanding amount at the rate of 2% above the base rate of **Co-operative Bank** or advised otherwise as published from time to time until payment in full of the amount including debt collection fees and bank charges and shall accrue on a daily basis.

## **5. Termination**

- 5.1 The Tenant and the Landlord shall be entitled to terminate this Agreement on giving the other party One (1) calendar month's written notice (**in absence of notice from either party an equivalent of one month rent shall apply to the benefit of the disadvantaged party**) of its intention to do so and at the expiration of such period of notice this agreement shall cease and determine but without prejudice to any right of action accrued to either party during the currency of the agreement.
- 5.2 If the Tenant/ Landlord after notice in writing given to it/ him by the other party requiring it/ him to carry out any work or repair or redecoration for which it/ he is lawfully liable shall fail to commence and diligently proceed with such works within (30) days it shall be lawful for the party giving such notice to carry out and execute such works and the cost thereof shall be a debt due from the other party and be forthwith recoverable by action or deductible from the Rent.
- 5.3 If the Tenant has substantially complied with the terms of this Agreement the Landlord may give the Tenant an option to extend the tenancy for a further one (1) year subject to the rent being revised. The notice must be given by the tenant in writing not later than two (2) months prior to the end of the Term if the Tenant wishes to take up the option.

## **6 Arbitration:**

Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation.

Should such negotiations fail to achieve a resolution within Fifteen (15) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-

- 6.1 Such arbitration shall be resolved under provisions of the Kenyan Arbitration Act 1995 (as amended from time to time);
- 6.2 The tribunal shall consist of one arbitrator to be agreed upon between the Parties failing which such arbitrator shall be appointed by the Chairman for the time being of the Law Society of Kenya upon the application of either Party;
- 6.3 The place and seat of arbitration shall be Nairobi and the language of arbitration shall be English;
- 6.4 The award of the arbitration tribunal shall be final and binding upon the Parties to the extent permitted by law and either Party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitration tribunal may take the form of an order to pay an amount or to perform or to prohibit certain activities; and
- 6.5 Notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

7. This Agreement contains the whole agreement and understanding between the Parties relating to the transaction provided for in this Agreement and supersedes all previous agreements (if any) whether written or oral between the Parties in respect of such matters.

**IN WITNESS WHEREOF** the parties hereto have set their hands the day and year first hereinabove written.

**SIGNED by: Elizabeth W. Mutambah     )**



In the presence of: ) .....

) LANDLORD

**SIGNED** by..... ) .....

. WITNESS

In the presence of: )

)

**SIGNED** by: **Justus Maosa Mitanya** )

) .....

) TENANT

In presence of:

**SIGNED** by: ..... ) .....

WITNESS