**TENANCY AGREEMENT**

**THIS TENANCY AGREEMENT** is made the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

**BETWEEN**

**LANDLORD’S NAME** of **ADDRESS OF LANDLORD** (Hereinafter referred as “The **LANDLORD”)** which expression shall where the context so admits includes his heirs, successors –in-title, executors, administrators, Legal and personal representatives, privies and assigns) of the **ONE PART.**

**AND**

**TENANT’S NAME** of **ADDRESS OF TENANT** (hereinafter referred to as “**THE TENANT”** which expression shall where the context so admits includes his/her surety, heirs, successors in-title, executors, administrators, legal and personal representatives, privies and assigns) of the **OTHER PART.**

**WHEREAS:**

1. **THE LANDLORD** is the legal, bona-fide, and beneficial owner in possession of all those buildings, apartment and premises situate at **ADDRESS OF THE DEMISED PREMISES** (hereinafter referred to as “demised property”)
2. **THE LANDLORD** has agreed to let the **SPECIFICATION OF PROPERTY** **(SELFCONTAIN, 1 BEDROOM FLAT, 2 BEDROOM FLAT, 3 BEDROOM FLAT, DUPLEX, LAND)** in the said building to the Tenant and the Tenant has agreed to take the **SPECIFICATION PROPERTY** under the conditions, terms and covenants hereinafter stated for the valuable consideration of **CONSIDERATION AMOUNT**

**IT IS HEREBY AGREED AND COVENANTED BY BOTH PARTIES AS FOLLOWS:**

1. The Tenancy shall be for a period of **DURATION OF TENANCY CERTAIN,** starting from the **…………………. day of ……………… 20…… to the …………..day …………… of ………………. 20 ……** thereafter, the tenancy shall immediately terminate; a new tenancy being created in its place if the parties agree subject to new terms and conditions. But the Tenancy at each creation shall be for **DURATION OF TENANCY** CERTAINwhich Tenancy shall be determined by a service of **DURATION OF STATUTORY NOTICE NOTICE TO QUIT, SAVE NOTICE OF OWNER’S INTENTION TO APPLY TO COURT TO RECOVER POSSESSION** otherwise known as **7 DAYS NOTICE.**
2. That unless the tenant is of bad conduct that the Landlord/Landlord’s Attorney considers intolerable necessitating terminating the tenancy before the expiration of one year.
3. That the rent for the property shall be **CONSIDERATION AMOUNT** for one year and payable in advance on the execution of this agreement.
4. That the rent shall be renewed on or before the expiration date if the tenant wishes to retain the property under the tenancy, which shall be before **DURATION OF TENANCY** certain at the instant of the tenant, if he or she shall reapply in writing or text message to the Attorney, 14 (fourteen) days before the expiration of the current term, who may accept or reject the application and the tenant shall pay rent into the landlord’s/Landlord’s Attorney **BANK: ………………………….. Account Name: …………………………………………….., Account No: ………………………..,** 14 (fourteen) days before the expiration of the current term where the tenant’s application is accepted by the landlord/landlord’s Attorney and shall bring the teller to the landlord/landlord’s attorney for a rent receipt, until the tenancy is finally determined.
5. Clause 4 above must be strictly observed.
6. At the expiration of the tenancy, clause 4 above is not strictly observed the demised property shall be locked under key by the Landlord’s attorney or his designated agent.
7. The rent shall be payable in advance, any failure to pay rent as at when due shall result in payment of default fees or penalty of **N 1,000.00 (One Thousand Naira only)** by the tenant each of day of default until is full paid.
8. That the Landlord shall reserve the right to review the rent upwards at any time taking cognizance of the prevailing economic situation in the country or improvements in the building.
9. **ANY ADDITIONAL COVENANTS**
10. That the Tenant shall notify other co-tenants of her/his intends to come back late due to a cogent reason or pressing problem.
11. That the Tenant shall not engage in fighting or stealing in the building or demised premises.
12. That if the tenant steals or fights in the said Estate, building, or demised premises, the person shall be ejected irrespective of the content or terms of this agreement.
13. That smoking of Indian hemp or any form of hard drug within the premises is not allowed and shall result to termination of tenancy.
14. That for any notice filed in court against any tenant who failed to renew as at when due, the tenant shall pay the cost of all the processes filed in court against him or her.
15. That the tenant shall pay/replace every key that is lost in the apartment handed only to him/her at his expanse.

**THE TENANT FURTHER AGREES AND COVENANTS WITH THE LANDLORD AS FOLLOWS:**

1. To pay the rent stated by the Landlord in the consideration, terms, conditions, and manners prescribed by the Landlord.
2. To repair or pay other charges, bills or assessment that the Landlord or his agent or any government body or statutory body may fix in respect of the demised Premises.
3. To keep the interior of the demised premises and all additions thereto including windows and doors thereof in good and tenantable repairs, (reasonable wear and tear excepted), and to give up the Demised premises in good condition at the expiration of the tenancy.
4. Not to assign, sublet or otherwise part with possession of any part or the whole of the Demised premises to anyone even after expiration of tenancy without the prior consent of the Attorney in writing, and due process duly followed.
5. To permit the Attorney and/or her duly authorized agent with or without workmen during the tenancy at all reasonable hours to enter upon and examine the condition of the Demised premises and thereupon the Attorney and/or her duly authorized agent may notify the tenant either orally or in writing of any repairs necessary to be done and require the tenant to executive same forthwith.
6. To keep the demised premises clean always and to obey all rules and regulations made to this effect by the Attorney from time to time.
7. To use the demised premises for **RENT PURPOSE (COMMERCIAL/RESIDENTIAL)** purpose only.
8. Not to make any alteration (s) to the demised premises without the written consent of the Attorney.
9. Not to use the demised premises or any part of the premises anything which is or may grow to nuisance to the Attorney or other tenants or occupiers of the premises for any unlawful purpose whatsoever.
10. Not to do or permit to be done within the premises or those of surrounding buildings.
11. To bear the financial responsibility of dislodging the septic tank, and repairing the water borehole or any other source of water with other tenants anytime it is filled up, or damaged, with the consent of the Attorney to that effect.
12. To report to the Attorney of the breach of any of the covenants herein contained by any tenant.
13. To reduce noise as much as possible in the premises.
14. To live decently and harmoniously with other tenants in the premises.
15. The tenant shall not use the demised premises, or any part thereof for brothel or its (brothel) related activities.

**THE LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:**

1. To give the tenant **DURATION OF STATUTORY NOTICE** notice of his intention to determine the tenancy, on or before the expiration of the term granted.
2. That in as much as the tenant is paying the rent and other applicable charges agreed, and performing as well as observing the agreements and covenant herein stated, the tenant shall peacefully hold and enjoy the flat for the term hereby granted without any interruption by the Landlord or his agent.

**IN WITNESS WHEREOF THE PARTIES** the parties hereto set their respective hands the day and year first above written.

Signed by the within named “**LANDLORD”**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF LANDLORD**

**(LANDLORD/LANDLORD’S ATTORNEY)**

**In the presence of:**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signed by the within named **“TENANT”**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF TENANT**

**(TENANT)**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***PREPARED BY:***

**NAME OF THE LAWYER**

**NAME OF CHAMBERS**

***ADDRESS OF OFFICE***

***Barrister & Solicitor***

**SUPREME COURT ENROLMENT NO.**

**Email**

**Phone No.**

**TENANCY AGREEMENT**

**BETWEEN**

**NAME OF LANDLORD/LANDLORD’S ATTONEY**

**AND**

**NAME OF TENANT**

**OVER THE PROPERTY SITUATE AT**

**ADDRESS OF DEMISED PREMISES**

***PREPARED BY:***

**NAME OF THE LAWYER**

**NAME OF CHAMBERS**

***ADDRESS OF OFFICE***

***Barrister & Solicitor***

**SUPREME SCOURT ENROLMENT NO.**

**Email**

**Phone No.**