



VIOTA SPACES

LEASE/TENANCY AGREEMENT

COMMERCIAL

HOUSE/PLOT NO 4459

DATE _____

Premises Number: _____

REPUBLIC OF KENYA
TENANCY AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ year _____ between the landlord namely VIOTA SPACES KENYA of P.O Box 900 – 80109 - Mtwapa, Kenya

AND

_____ (TENANT)

of P.O Box _____, ID/Passport No. _____, Tel/Mobile No. _____, Email _____, Place of work _____, Tel/Mobile No. _____, Next of Kin _____, Tel/Mobile No. _____, within the Republic of Kenya.

Premises Number: _____

THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The property to be leased is the parcel of land and/or part thereof inclusive but limited to **ALL THAT** message or tenement with the appurtenances thereto on Plot No. 4459 at MTWAPA herein after referred to as **“the demised property”**.
2. The premises shall be used for COMMERCIAL purposes only.
3. **ALL payment MUST be made on or before the 5th of every month through the channels communicated officially to the Tenant by the Landlord/his authorized Agent in writing.**
4. That the monthly rent for the demised property shall be KES _____ payable in advance commencing from _____ and thereafter on every 1st of each succeeding month but not later than the 5th day of every month.
5. The Tenant has agreed with the Landlord to be paying rent promptly and be issued with an official receipt.
6. That period for the said tenancy shall commence on _____ and end on _____
7. Rent will be increased at the rate of _____ percent after every _____ months.
8. The said rent of KES _____ shall be payable to the Landlord in advance every month.
9. A Garbage/Refuse collection fee of KES _____ shall be payable to the Landlord in advance every month.
10. Electricity, Sanitary expenses, Water charges or any other utility shall be paid by the Tenant to the relevant authorities. Where security is provided, the Tenant shall pay to the Landlord that portion of security fee and deposit which is allocated to them. If the Tenant fails to pay any of the above utilities, any subsequent amounts received by the Landlord will be used to clear the arrears first.
11. **The tenant shall pay a deposit of KES _____ to the landlord on signing of this agreement acknowledged by a receipt thereof. Of this deposit, the amount 4000 is non-refundable. It caters exclusively to the repainting of the premises upon vacation by the Tenant and is deductible irrespective of the duration of tenancy. The remaining deposited amount of KES _____, may be eligible to be refunded to the Tenant when the Tenant shall vacate the said premises or at the end of the tenancy, provided the same is inspected and certified**

OK and there shall be no rent outstanding or encumbrances. In case there are any, the Landlord will recover any outstanding rent and the other utilities before refunding the balance to the Tenant. Any shortfall will be demanded from the Tenant.

- 12. Upon vacation of the premises by the tenant, the Landlord/his authorized Agent will have no less than 20 business days to process the return of any deposit.**
- 13. The Tenant agrees to be responsible for the cleaning, repair and maintenance of the provided lavatory and will adhere to any scheduling or pricing for the same that is asked of them by the Landlord/his authorized Agents.**
- 14. The Tenant will be carrying out the commercial activity outlined below in the demised property and will not, without written consent of the Landlord/authorized Agent carry out any different commercial activity:** _____

15. The Tenant will not, without a written consent of the landlord put in use electrical equipment or appliances above the normal limit approved by KPLC on the premises and will not permit the overloading of the electricity supply.
16. At all time during the continuance of the tenancy comply with all Laws, Acts, Rules, Regulations or By-Laws created, passed or issued by any authority in relation to the property.
17. Not to permit any part of the property to be used for illegal purposes.
18. To use the property solely for the above specified and not for any other purposes.
19. To permit the landlord or his authorized personnel at all reasonable times to enter the property and thereafter inspect it and also to execute alterations on the property.
20. Where electricity and water deposit (if any) is not payable to KPLC and KWSC respectively, the tenant will pay deposit of KES _____ for electricity and KES _____ for water per apartment. This will be refunded after the expiry or legal termination of this agreement and the tenant proving that they have fully paid their electricity/and water bills.
21. The tenant agrees to pay a non-refundable fee of KES _____ before occupation of the property.
22. The rent is due and payable on the 2nd and latest on the 5th of every month, any outstanding rent starting from the 6th shall attract a penalty of KES _____ per day until the outstanding rent is paid. If the penalty is not paid, it will be recovered first in the following month from the rent paid and in the event there is any balance remaining; it will continue to attract a penalty until it is fully paid.
- 23. The Tenant/Lessee hereby covenants and agrees with the Landlord and/or his authorized Agents as follows:**
 1. To pay the rent on the days and in the manner aforesaid clear of all deductions whatsoever.
 2. To pay all the telephone (if any), electricity, refuse collection, water charges raised in the respect of the demised premises during the tenancy.
 3. To keep the interior of the demised premises including all doors, windows, floors, walls, ceilings, woodwork, fixtures, and fittings clean and in good condition and to hand over the property and fixtures at the expiry or earlier determination of the tenancy in the same condition and repair as on entry.

4. 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 the walls, ceilings, floors, windows and doors and will repair the same if required to do so by the landlord or his authorized agents.
 5. **To be responsible for all normal running repairs and maintenance in connection with internal plumbing, furniture, fixtures and fittings and should ensure that they are in working order before taking occupation of the demised premises.**
 6. To redecorate and varnish immediately prior to the expiry or earlier determination of the tenancy all interior of the demised premises fittings and fixture with paint of the same color and quality as are found at the commencement of the tenancy.
 7. Not to make any alteration or addition to the demised premises or to drive any nails, screws or other fasteners into the walls, floors, doors or ceiling without the consent of the Landlord or his authorized Agents. In the event of any alteration, the tenant is to restore the demised property to its original state.
 8. Not to sub-let the demised premises during the period of the tenancy without the consent of the Landlord/Agents.
 9. Not to do or permit 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 repay to the Landlord all sums paid by way of increased premium and all of any such policy rendered necessary by a breach of his/her covenant and all such payments shall be added to the rent herein before reserved and be recoverable as rent.
 10. **Not to do or permit or suffer to be done anything in or upon the demised premises or any part thereof which may at time be or become a nuisance or annoyance to the neighbors of the demised premises.**
24. **It is hereby agreed between the Landlord/Agents and the Tenant as follows:**
1. If the tenant breaches any condition terms or clause of this Tenancy Agreement in any way whatsoever (such as sub-let or assign without the written authority of the Landlord or his authorized Agents or abandon the demised property in any way in any period of seven (7) days or more, or become bankrupt or enter into a composition with his/her creditors or go into receivership or liquidation or otherwise become unable to pay the rent or fail to pay the rent for a period of ten (10) days or more whether demanded or not or commit any other breach of any of the terms or conditions or clauses of this Tenancy Agreement, it shall be lawful for the Landlord/Agents at any time thereafter to re-enter the demised premises or part of the term in the name of the whole without notice and there upon the term hereby created by this Tenancy Agreement shall determine absolutely and the demised property shall revert to the unencumbered possession of the Landlord/Agent and it shall be lawful for the Landlord/Agent thereafter to take whatever action he may deem fit to obtain redress including leasing the premises to a new party.
 2. The Landlord/Agent or his authorized agents retain the rights to enter the demised premises to carry out inspection and will first obtain permission of the tenant to enter; such permission may not be unreasonably withheld and the tenant will also during the last one month of the tenancy permit any persons to enter and inspect the demised property at reasonable times upon production of an order to view from the Landlord or his authorized agents.

3. If the rent shall at any time during the period of the tenancy become more than ten (10) days in arrears whether legally demanded or not if the tenant shall omit to perform or observe any of the covenants herein contained then the Landlord or his authorized Agents retain the right to terminate the tenancy and assume possession of the demised premises immediately and take whatever action he thinks fit to recover the arrears of the rent and/or obtain the redress required.
4. If the tenant shall desire to renew this Agreement on the expiry of the present term hereby granted the tenant shall give the Landlord/Agents one (1) calendar month notice in writing and observe all conditions herein agreed and the Landlord/Agents will demise to the Tenant the demised premises for such period and upon such terms to be negotiated subject to a rent increase.

25. **Provided always and it is hereby agreed and declared as follows:**

1. **Notice to terminate this lease shall be one calendar month (e.g. from 1st-30th) by either party or one month rent in lieu of such notice.**
2. Any notice in this agreement shall be in writing and any notice to the Tenant shall so sufficiently be served if left addressed to him on the demised property or sent to him by registered post at his last known address.

IN WITNESS WHEREOF the parties have set their respective hands and signed this agreement the day and year hereof stated:

DATED this _____ day of _____

SIGNED BY THE TENANT _____

VIOTA SPACES KENYA _____

DRAWN BY:

VIOTA SPACES KENYA

MOMBASA-MALINDI ROAD

P.O BOX 900 - 80109

MTWAPA