

TENANCY /LEASE AGREEMENT

Between, PROPERTY OWNER

Name.....MailingAddress.....Phone.....

and, TENANT

Name.....Phone.....ID NO/PP NO.....

Property type:(Choose all that apply) ☐ - **Commercial** ☐ - **Residential** - **House ID**.....
/...../...../.....

THIS TENANCY AGREEMENT is made on thisday of20.....Between
.....In the Republic of Kenya (here in after called the
Property Owner, and..... (herein after called 'the
Tenant' **WHERE IT IS MUTUALLY AGREED** by and between the parties as follows:

- a) The landlord shall let and the tenant shall take ALL THAT dwelling house/premise at
a monthly rent of.....
(Kshs.....) ONLY payable in advance by the 5th Day of every calendar
month.
- b) On or before commencement of this tenancy, the tenant will pay to the landlord the
amounts of money mentioned here in:

Deposit equivalent to Month(s) rent **Kshs**_____

Rent inclusive of service charge **Kshs**_____

Water Deposit **Kshs**_____

Electricity Deposit **Kshs**_____

Total **Kshs**_____

Note: The above deposit does not earn interest and is refundable at the end of the lease and vacating of premises but subject to fulfillment of the other terms of lease. It shall not be utilized as the last month's rent. Prior to the commencement of the Lease, Deposit paid to reserve the property shall not be refunded unless the landlord declines to accept the tenant and /or a stipulated notice period is issued.

TENANT PARTICULARS

TENANT NAME.....MARITAL STATUS.....
NO. OF CHILDREN.....NATIONALITY.....MAILING ADDRESS.....
OCCUPATION..... PLACE OF WORK.....
PHONE NO...../.....ID/PASSPORT NO.....
EMAIL ADDRESS..... (Provide Photocopy of ID /Passport)

NEXT OF KIN INCASE OF EMERGENCY

NAME.....RELATIONSHIP.....
ID NO.....PLACE OF WORK.....
PHONE NO..... EMAIL ADDRESS.....

ACCOUNT DETAILS: FOR RENT REMITTANCES

1. PAY VIA: SAFARICOM <LIPA NA MPESA> BUSINESS NO.743994, ACCOUNT NO. 1177934779.
2. OR, DEPOSIT CASH DIRECTLY TO THE ACCOUNT 1177934779, AT KCB BANK BUSIA BRANCH.
3. OR, DEPOSIT ON THE DESIGNATED ACCOUNT: -

Account Name.....

Account No..... Bank/Branch Name.....

Note: Ensure you obtain an Official Company Receipt for all Cash payments made as any other form will not be recognized. All correspondence should be addressed to the Company and not individuals.

LETTING PROVISIONS

- 1 Where the context admits,
 - 1.1 The “**Property Owner**” 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 includes references to any part or parts of the Property.

The Condition of the Premise.

Tenant agrees that he/she has examined the Premise, including the ground and all improvements, and that at the time of this Lease, they are in good order, good repair, safe, clean and tenable condition.

A. During the tenancy created hereby, the tenant shall: WHERE APPLICABLE:

- 1) Rent & Utilities.** Pay the rent and service charge, and all utility services required on the premises i.e. electricity, water and garbage collection charges incurred and payable here under at the time and in the manner aforesaid to the Agent or as may be directed clear of any deductions whatsoever. Tenant shall not default on any obligation to a utility provider for utility services at the premise.
- 2) Use of Premises.**
 - I. The premises let shall be used for purposes only as disclosed to the Property Owner and the Agent at commencement of the tenancy agreement.
 - II. Keep internal parts of the dwelling house including all doors, windows, water-taps, basins, sanitary apparatus, electric light fittings and other landlord's fixtures and all hedges, ditches, fences and gates on the demised premises in the same state of good and tenable conditions as they are now. Only fair, wear and tear is expected.
 - III. Keep the drains both interior and exterior at all times free from obstructions and in proper working order.
 - IV. Comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homes associations, if any, with respect to the house.
- 3) Right of Inspection.** Permit the Landlord with all the necessary workmen and appliances at all reasonable times during the day time to enter the said premises to view the state and condition thereof and for the purposes of carrying out repairs of which the Landlord may be liable under the provisions hereof upon reasonable advanced notice.
- 4) Make periodic inspections of the Property and report to the Property Owner or Agent any apparent defects in the structure of the buildings on the Property and any signs of white ants, bees, termites or any other destructive insects or any signs of wet or dry rot.**
- 5) Alterations and Improvement.** Not to make any alterations in or addition to any of the said premises or carry out any improvements, permanent or temporary (including boundary walls

and fences) without the prior written consent of the Property Owner and Such consent not to be unreasonably withheld, provided the property is returned in its original condition at the end of the tenancy.

- 6) **Assignment and Subletting.** Tenant shall not assign this lease, or sublet or grant any concession or license to use the premise or otherwise part with possession of the said premises or any part thereof without the Property Owner's prior written consent.
- 7) **Insurance.** Tenant acknowledges that Property Owner shall not provide insurance coverage for Tenant's property, nor shall Property Owner be responsible for any loss of Tenant's property, whether by theft, fire, acts of God or otherwise.
- 8) Not do or suffer anything on the said premises which may be or become a substantial nuisance or annoyance to the Property Owner or the tenants or occupiers of any adjoining premises or which may render any increased or extra premium for the insurance of the said building against fire or which may be void of any policy for such insurance held by the Property Owner.
- 9) In the event of a tenant creating a nuisance, such as to interfere with the quite enjoyment of the other tenants on the premises, the Property Owner shall be entitled to serve a one months' notice for a peaceful termination of the tenancy agreement and vacation of the premises by the tenant, subject to settlement of any dues to the party innocent whichever case shall apply.
- 10) Be responsible for all damages incurred as a result of negligence or willful act of the Tenant, its servants, licenses or trustees and will replace with articles of a similar quality all items which shall be lost, broken or damaged during the tenancy.
- 11) **Animals/Pets.** Tenant shall keep no domestic or other animal in or around the Premises without the prior written consent of the Property Owner.
- 12) **Dangerous Materials.** Tenant shall not keep or have on or around the Premise any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Premise or that might be considered hazardous.
- 13) The agreed rent shall be subject to review or negotiation upon notice in writing of at least 90 days prior to the date of effectuation, but in any event shall not prejudice the tenancy agreement herein entered into, and shall be reasonable.
- 14) **Termination of tenancy.** The Tenant and the Property Owner/Agent shall be entitled to terminate this Agreement on giving the other party One (1) calendar month's written notice 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.

- 15) **Display of signs.** Permit the Property Owner or the appointed Agent 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.
- 16) **Holdover by Tenant.** Should the Tenant remain in possession of the premise with the consent of the Property Owner after the expiration of the Term of this Lease, a new Tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either. If the Tenant hold over without Property Owner/Agents's consent, the Property Owner is entitled to double rent, pro-rated per each day of the holdover, lasting until the Tenant leaves the premise.
- 17) **Surrender of Premises.** At the expiry of this Lease, the Tenant shall quit and surrender the Premise in good condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.
- 18) **Abandonment.** If at any time during the term of this Lease, the Tenant abandons the Premise or any of Tenant's personal property in or about the Premise, the Property Owner shall have the following rights.
- i. Property Owner may at his option, enter the Premise, by any means without liability to Tenant for damages and may re-let the Premise for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting.
 - ii. Also at Property Owner's option, he/she may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of un-expired term, if this Lease had continued in force, and the net rent for such period realized by Property Owner by means of such re-letting.
 - iii. The Property Owner may also dispose of any Tenant's abandoned personal property as he/she deems appropriate, without liability to tenant.
 - iv. Property Owner is entitled to presume that Tenant has abandoned the Premise if Tenant removes substantially all of Tenant's furnishings from the Premise and the Premise is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Property Owner to presume under the circumstances that Tenant has abandoned the Premise.

B. The Property Owner agrees with the Tenant as follows:

- 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 of any person on his behalf.
- 2) To keep the roof, main walls and main timbers lock, windows and the outside of the buildings on the Property and the water and sanitary apparatus and electric wiring and immersion heaters, in good and tenantable repair and condition and will carry out any repairs to the inside of the said buildings not caused by the default of the Tenant under this Agreement.

C. Damages to the Premise.

- i. If the House or any part of the house shall be partially damaged by fire or any other casualty not due to the Tenant's negligence or willful act, or that of Tenant's family, agent or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which the House is untenable.
- ii. If the Landlord shall decide not to rebuild or repair the House, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

D. GENERAL TERMS. At the commencement of the tenancy the tenant will be required to pay a deposit equivalent tomonth's rent to the Property Owner/Agent to be retained for the entire period of the tenancy as security for house repairs and bills. ***The deposit shall not at any time be offset against unpaid rents*** and will be refunded AFTER the Tenant has vacated the premises leaving it in the required state (Determined on inspection of the said premise prior to or before vacating).

E. Forfeiture of Security Deposit – Default.

- i. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent.
- ii. If the Tenant fails to comply, such security deposit shall be forfeited and the Property Owner/Agent may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a Tenant leaving the premises while owing rent is making an attempted deduction of the deposit. Furthermore, any deposit shall be held as a guarantee that the Tenant shall perform the obligation of this Lease and shall be forfeited by Tenant should the Tenant breach any of the terms and condition of this Lease.
- iii. In the event of default by Tenant of any obligation in this Lease, which is not cured by the Tenant within Fourteen (14) days' notice from the Property Owner, then in addition to forfeiture of the Security Deposit, the Property Owner may pursue any other remedy available at law, equity or otherwise

PROVIDED ALWAYS AND IT IS HEREBY AGREED by and between the parties thereto that if the rent or any other payment due here under or any party there of shall remain unpaid for the space of 5 days after the due date, the tenant will be liable to pay 10% of the due amount thereafter as late remittance charge, and further be liable for all expenses should further action such as distress for rent be taken. Such action may be taken immediately after the 5th day after the due date, without any reference to the tenant.

Notwithstanding the above, when the said rent or any part there of shall be in arrears for fourteen (14) days whether formally demanded or not OR if the tenant shall commit any breach of any of the provisions here in contained then the Property Owner or his Consultant shall re-enter upon the said premises and there upon the tenancy hereby created shall be terminated, but without prejudice to any remedy for any breach by the tenant in any of the provisions hereof.

F. Severability. If any part or parts of this Lease shall be held un-enforceable for any reason, the remainder of this agreement shall continue in full force and effect.

G. Binding Effects. The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal representative, and permitted assignees of the parties.

- H. Governing Law.** It is agreed that this Lease shall be governed by, and construed in accordance with the laws of Kenya.
- I. Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind proceeding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year here in first above written.

Day/Month/Year of LeaseEnd of Lease Date/Year.....

SIGNED by Landlord/Agent:

.....
Name	Designation	IDNO./PPNO
.....	
Signature	Date	

Signed by Tenant

.....
Name	Designation	IDNO./PPNO
.....	
Signature	Date	

Witnessed By

.....
Name	Designation	IDNO./PPNO
.....	
Signature	Date	