

PROPERTY OWNER

Name.....Address.....Phone.....

TENANT

Name.....Phone.....ID NO.....

Property type.....Business Type.....House No.....

THIS TENANCY AGREEMENT is made on thisday of201.....Between
.....In the Republic of Kenya (here in after called the landlady/landlord,
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 at a monthly rent of.....
(Kshs.....) ONLY payable in advance by the 5TH of every 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.....

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.....MARITALSTATUS.....

NO.OF CHILDREN.....NATIONALITY.....ADDRESS.....

PLACE OF WORK.....OCCUPATION.....

PHONE NO.....ID/PASSPORT NO.....

(Provide Photocopy of ID /Passport)

NEXT OF KIN INCASE OF EMERGENCY

NAME.....RELATIONSHIP.....

ID NO.....PLACE OF WORK.....

PHONE NO.....

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.....

Kindly ensure you obtain an Official Company Receipt for all payments made as any other form will not be recognized.

All correspondence should be addressed to the Company and not individuals.

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

1. Pay the rent and service charge ,electricity and water 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.
2. Keep all parts of the dwelling house in the same state of good and tenable conditions as they are now. Only fair, wear and tear is exempted. Keep the drains both interior and exterior at all times free from obstructions and in proper working order.
3. Permit the Landlord with all the necessary workmen and appliances at all reasonable times during the day time to enter the said premises for the purposes of carrying out repairs.
4. The premises let shall be used for purposes of residential or business only as disclosed to the landlord at commencement of the tenancy agreement.
5. Not to make any alterations in or addition to any of the said premises or carry out any improvements, permanent or temporary, Not assign, sublet, or otherwise part with possession of the said premises or any part thereof save with the written consent of the Landlord first hand obtained.
6. Not do or suffer anything on the said premises 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 Landlord.
7. During the tenancy hereby created the landlord shall be bounded to allow the tenant to peacefully and quietly possess and enjoy the said premises without any interruption.
8. 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 landlord 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.
9. 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.
10. 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.

11. 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 Landlord 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.
12. If any party shall desire to terminate/obtain a new lease a ONE MONTHS' NOTICE should be provided, then immediately on the expiration of such notice the present tenancy shall cease/continue.

SPECIAL CONDITIONS: Deposit will be held as a security for house repairs and bills as specified above, and will be refunded AFTER the Tenant has vacated the premises leaving it in the required state determined on inspection.

IN WITNESS WHEREOF the Landlord and the Tenant hereto have set their respective hand on the day and year here in before written.

SIGNED on behalf the said Landlord/Consultant/Agency:

Name Signature

Date.....

SIGNED by the tenant, Certifying acceptance of the above terms and conditions.

Name.....Signature

Date

In the presence of :

Date...../...../.....