**TENANCY AGREEMENT**

**BETWEEN**

**SUN PLANET COMPANY LTD**

**(LANDLORD)**

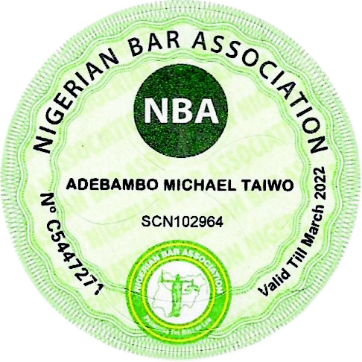
**AND**

**….…….**

**(TENANT)**

**TENANCY AGREEMENT IN RESPECT OF A UNIT OF SERVICED SELF CONTAIN APARTMENT (ROOM 000)AT NO 14,ABUDU STREET ,ABULE OJA, AKOKA-YABA, LAGOS STATE.**

**PREPARED BY:**

**TAIWO ADEBAMBO M.**

**LEGAL PRACTITIONER,**

**36 OLATILEWA STREET,**

**LAWANSON,**

**SURULERE,**

**LAGOS.**

**THIS TENANCY AGREEMENT** made this CURRENT DATE 2020 **BETWEEN**

**SUN PLANET COMPANY LTD** of No 91, St finbarrs road, Akoka-Yaba Lagos state. (hereinafter referred to as the **LANDLORD** which expression shall where the context so admits include her heirs, executors, personal legal representatives and assigns) of the **FIRST PART.**

**AND**

**MS. NGO NAN GRACE KATIA** of **No 14, Abudu Street, Abule Oja, Akoka-Yaba, Lagos State** (hereinafter referred to as the **TENANT** which expression shall where the context so admits include her heirs, executors, personal legal representatives and assigns)of the **OTHER PART.**

**WHEREAS:**

1. The Landlord is the head lessor of the property situate at No 14 Abudu street,Abule Oja Akoka,,Yaba- Lagos.
2. The tenant has approached the Landlord and signified her interest in taking a tenancy of a unit of serviced self-contain room apartment at the above-mentioned property.
3. The Landlord has acceded to the request of the tenant but on terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSES AS FOLOWS:**

In pursuance of the above agreement and in consideration of the rent and the tenant’s covenant reserved and subject to conditions and covenants contained in this tenancy agreement, the Landlord **GRANTS** a tenancy of a unit of serviced self-contain in the property situate at No 14, Abudu street, Abule oja, Yaba- Lagos (hereinafter referred to as the Demised Premise) to the tenant to **HOLD** the same for a term of one year **COMMENCING ON THE STARTING DATE 2021 TO EXPIRE ON THE EXPIRATION DATE 2021** the date of this agreement notwithstanding, **paying the sum of Five Hundred and Fifty Thousand Naira Only (N550,000) per annum**, representing the rent for the one year term granted, having been paid on or before the execution of this agreement, the receipt of which the Landlord hereby acknowledges as rent for the term granted in advance at the commencement of this tenancy.

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

1. **COVENANTS & CONDITIONS:** To perform and observe all the covenants, conditions and stipulations herein contained
2. **SERVICE CHARGE:** To pay the sum of Two hundred Thousand Naira only (N 200,000) annually for service charge. The service charge shall be subject to review and changes in light of subsisting inflation. The service charge excludes electricity bill. N50,000 shall be paid for electricity deposit and subsequently recharged when the deposit is exhausted.
3. **REPAIR AND MAINTENANCE:** To keep the interior of the demised premises in good tenable condition and repair, fair wear and tear exempted and at the expiration of the tenancy to deliver the premises in such condition. To be financially liable for all cosmetic and non-structural interior damages including but not limited to repairs and replacement of all damaged electronic appliances, fittings and fixtures to the self-contain room apartment during the duration of the tenancy. To make and effect non-structural interior repairs through the Landlord’s technical and repair team and to the standard and quality initially installed by the Landlord.
4. **CONSENT FOR REPAIRS:** Not to make any structural alteration, renovation, change or addition to the premises or any part without first obtaining the written consent of the Landlord.
5. **RULES OF RESIDENCE:** To adhere strictly to the house rules of residency as published by the Sub-Lessor’s Management team. This includes but not limited to the following.

i No spreading of clothes apparel on the railing or balcony.

ii No one is allowed to take part in any video or film show in the property without a written consent of the management.

iii No form of party or get-together is allowed in the property without a written consent of the management.

iv Generator time:- Morning 5:00am - 6:00am and evening 7:00pm -12:00am

v Security check:- Entrance gate closes and opens daily by 12:00am-5:00am

vi Security Check:- Visitor must drop his/her means of identification and the host tenant must give his/her consent before they will be allowed to the property.

vii Personal Generator is not allowed in the serviced apartment

1. **ENTRY:** To give the Landlord, his legal representative, agent or anyone authorized by him in writing, access to enter and view the premises at all reasonable time during the term granted. The right of entry granted to the Landlord and his legal representatives extends to the rooms and the shared space within the wall (i.e the living room, kitchen, toilet, bathroom, etc.)
2. **USER CLAUSE:** Not to carry out or permit to be carried on the premises or any part of it any commercial, religious activities or religious gathering but to use the premises strictly for residential purposes as specified above. To use the premises strictly for only residential purposes. To completely eliminate any activity that constitutes nuisance or infringement on the Landlord and other neighbors & co tenants.
3. **OCCUPIERS:** To ensure that no more than one person shall live in the demised apartment in the self-contain room apartment. Accommodating, squatting or causing any person to live and occupy the demise apartment without the written consent of the landlord shall be grounds for termination of the tenancy.
4. **CONDUCT AND BEHAVIOUR:** To exhibit good conduct and behavior during the term of the tenancy. Any exhibition of bad behavior and misconduct shall be grounds for the termination of the tenancy. To honor this and all other covenants contained herein. Violation of the covenants contained herein and in the indemnity form shall be grounds for summary termination of the tenancy. To this extent, the Landlord shall not be liable to any refund that arises on the grounds termination arising from the violation of the clauses herein contained. Bad behaviour and misconduct includes, but is not limited to the following:
   1. smoking marijuana (also known as Indian hemp, weed, igbo) or any of its variants such as skunk, Colorado, Arizona, paw-paw, etc.
   2. Drug and substance abuse of any kind, form or variant
   3. Any sexual offense or crime of any degree e.g Rape, sexual molestation, sexual assault, paedophilia, homosexuality, bestiality, orgies, etc.
   4. Violent conduct and Fighting within the premises of the demised property.
   5. Excessively loud noise whether electronic or human after fair warnings to that effect.

**NEIGHBOUR & ROOMMATES RELATIONSHIP:** To live in harmony with other neighbors & roommates and not in any way whatsoever disturb the peaceful occupation of a neighbour or roommate or cause the arrest of a neighbour or roommate without first attempting to resolve the dispute among themselves and having such dispute brought to the attention of the Landlord. For security reasons, the gates will be locked by 12:00am and opened by 05:00am everyday.

1. **SUB-LEASE:** To use the property without sub-letting it to any third party.
2. **INDEMNITY:** To indemnify the Landlord against all willful or negligent damages or injury to the demised premise or to third parties caused by the tenant or his agents/servants.

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

1. **QUIET ENJOYMENT:** The tenant performing and observing the covenants herein contained shall peaceably hold and enjoy the demised Premises for the duration of the tenancy hereby granted without any interruption by the Landlord.
2. **PERFORMANCE:** To observe and perform all the covenants and stipulation on the part of the Landlord to be so observed and performed in the tenancy agreement relating to the demised premises.
3. **INDEMNITY:** To indemnify the tenant against all claims, liability, loss, demands, cost and expenses which the tenant may incur or which may be made against the tenant as a result of or in relation to any misrepresentation or breach of representation in respect of the demised premises by the Landlord.

**IT IS HEREBY FURTHER AGREED AS FOLLOWS:**

1. **RENEWAL:** If the tenant is desirous of renewing tenancy of the demised premise after the expiration of the one year (1year) term hereby granted, she shall notify the landlord of her intention, **NOT LATER THAN ONE CALENDAR MONTH (1MONTH)** before the expiration of the term hereby granted and if there is no existing breach of any of the covenants or provisions on the part of the tenant herein contained, the Landlord may grant to the Tenant a new tenancy of the Demised Premises for such further term and on such terms as may be agreed upon by the parties hereto.
2. **EXPIRATION:** The tenancy shall expire on the **EXPIRATION DATE 2021 AS EXACTLY WRITTEN ABOVE** (or any subsequent year as the case may be) and the annual rent shall be deemed due and payable **ONE CLEAR CALENDAR MONTH BEFORE THE EXPIRATION OF THE CURRENT TERM** (or any subsequent year as the case may be).
3. **DETERMINATION AND EVICTION NOTICE:** The tenant shall be entitled to only **ONE CALENDAR MONTH’S EVICTION OR QUIT NOTICE** in the event that the landlord wishes to terminate the tenancy agreement. In the event that, upon further tenancy renewals, the term of the tenancy has been changed from an annual tenancy to a bi annual, quarterly or monthly tenancy, the following eviction notice schedule shall apply:

|  |  |
| --- | --- |
| TENANCY TERM | EVICTION NOTICE PERIOD |
| 1YEAR TENANCY (ANNUAL TENANCY) | 1 MONTH QUIT NOTICE PERIOD |
| 6-9 MONTHS TENANCY | 2 WEEKS QUIT NOTICE PERIOD |
| 3 MONTHS TENANCY | 1 WEEK QUIT NOTICE PERIOD |
| 1 MONTH TENANCY | 3 DAYS QUIT NOTICE PERIOD |

1. **TERMINATION:** Failure to pay rents and renew the tenancy as stipulated above shall bestow on the Landlord the right to terminate the tenancy through a written notice to quit in line with the schedule written below. **FAILURE TO PAY RENTS AND** **RENEW** **ONE CLEAR CALENDAR MONTH BEFORE THE EXPIRATION OF THE CURRENT TERM SHALL BE GROUNDS FOR THE LANDLORD TO TERMINATE THE TENANCY BY A ONE MONTH NOTICE TO QUIT. PLEASE NOTE THAT UNDER THIS CIRCUMSTANCE, THE SUBSEQUENT 12TH AND LAST CALENDAR MONTH OF THE TENANCY SHALL SERVE AS THE NOTICE PERIOD**
2. **EVICTION:** The landlord shall have unilateral powers to evict the tenant from the premises at the expiration of the applicable eviction notice period provided in this tenancy agreement.

**IN WITNESS OF WHICH** the parties have executed **THIS TENANCY AGREEMENT** in the manner below day and year first above written.

**THE COMMON SEAL OF THE LANDLORD** was affixed and the tenancy agreement duly delivered in the presence of

**............................................... ................................................**

**DIRECTOR DIRECTOR/SECRETARY**

**IN THE PRESENCE OF**

**NAME:**

**ADDRESS:**

**OCCUPATION:**

**DATE/SIGNATURE:**

**SIGNED:**

**THE TENANT ...................................……….................**

**……………**

**IN THE PRESENCE OF**

**NAME:**

**ADDRESS:**

**OCCUPATION:**

**DATE/SIGNATURE:**