BERACAH APARTMENT 1

TENANCY AGREEMENT

This Agreement is made on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_ year \_\_\_\_\_\_

For the

|  |  |
| --- | --- |
| *Landlord* | *Tenant* |
| Name: Alice Wangechi Waituika  Tel number: 0722322105  Address: P. O. Box 18023-00500 Nairobi | Name:  Identification number:  Address:  Tel: |

**WHEREBY IT IS AGREED as follows:**

# PROPERTY TENANCY TERMS

It is hereby agreed that the Landlord lets and the tenant takes the apartment’s House No **13** within the property known as **Beracah Apartment 1** together with the fixtures and fittings therein and more particularly as may be specified in the inventory thereof signed by the parties.

# PAYMENT OF RENT AND UTILITIES

* The Tenant agrees with the Landlord to pay the monthly rent of **Kshs 18,000** in advance on or before the 5th day of each calendar month. Payable through;
  + **Paybill no: 522522**
  + **Account Number: 1235002667**
* 2.2 The Tenant will pay for the metered water consumed as per the individual meter reading at the rate of **KSHs 100** per unit.
* Late payment of bills above will attract a penalty of 10% per month levied at the discretion of the landlord.

# LETTING PROVISIONS

TENANT’S OBLIGATION:

The tenant will:

* At the commencement of the tenancy the Tenant shall pay a deposit equivalent to one month’s rent in the sum of **KSH 36,0000** The one month’s deposit is held by the landlord in a non-interest-bearing account to be refunded to the Tenant upon expiry of the tenancy but upon the tenant conducting all the repairs required by the Landlord to reinstate the apartment to its original state at the commencement of this tenancy.
* Pay the monthly rent on or **before 5th every month.**
* Pay for all electricity and garbage collection services which shall be consumed /supplied to the apartment during the tenancy. **On termination of tenancy, the tenant will give copies of the paid-up bills for all services to the Landlord.**
* Use only clean sources of energy for cooking within the premises. **Use of charcoal or other means of non-clean energy to cook in the premises is prohibited.**
* Not damage or injure the apartment or make any alteration in or addition to it without the prior written consent of the Landlord.
* Not to use or permit to be used the said property for any purpose of an illegal, immoral or improper nature or which is injurious to the reputation of the building, neighbors and the environment.
* Permit the Landlord or the Landlord’s agent at any arranged time to enter the property to view or inspect the state and condition thereof and of the fixtures and fittings (if any) and execute or do any repairs or works therein which the Landlord may deem desirable or reasonably necessary.
* On termination of the tenancy, paint the interior of the apartment with acceptable paint to the satisfaction of the Landlord or the Landlord’s agents, and in the same color scheme as at the time of taking occupation.
* Not assign, sublet, charge or part with possession of the property (or any part thereof), without previous consent in writing of the Landlord.
* Be responsible for all damages incurred as a result of negligence or willful act of the tenant, his family, guests or servants and shall replace with articles of similar quality all items which shall be lost, broken, or damaged during the tenancy.
* Use the property for private residential purpose only and will not carry on any other business or use it for any other unlawful or unauthorized purpose.
* Not to do or permit anything whereby any insurance of the property against loss or damage by fire may become void or voidable whereby the rate of premium for any such insurance maybe increased and to pay to the Landlord all sums paid by way of increased premium and all expenses incurred by the Landlord in or about the renewal of any such policy rendered necessary by a breach of this covenant and all such payments shall be added to the rent herein before reserved and be recoverable as rent

# LANDLORD’S OBLIGATION:

## The land Landlord agrees with the tenant as follows: -

* That the Tenant paying the rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for that part.
* To pay the rates and government land rent in respect of the said property

## PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows: -

* If the rent shall be in arrears for more than Fourteen (14) days after the same shall have become due and payable whether formally demanded or not or if the Tenant shall fail to perform and observe any of the covenants herein contained or implied it shall be lawful for the Landlord at any time thereafter to issue a ‘Notice to leave’ or enter into the said property or any part thereof and to again to repossess the same without prejudice to any right or action or remedy of the Landlord in respect of any antecedent breach of any of the covenant herein contained or implied.
* Either party is entitled to terminate this tenancy agreement by giving One (1) month notice in writing of such termination to be received by the other party or One (1) month rent equivalent in lieu of such notice.

Tenant hereby accepts this Tenancy Agreement subject to the covenants agreements conditions restrictions stipulations and provisions above set forth or referred to.

IN WITNESS

Whereof this Tenancy Agreement has been duly executed by the parties hereto the day and year first hereinbefore written.

**SIGNED: Landlord SIGNED: Tenant**