**DATED THIS 18TH DAY OF JUNE**

**2021**

**(LANDLORD)**

ISIFY GROUP OF COMPANIES

AND

**(TENANT)**

DELALI LUKEMAN

……………………………

**TENANCY AGREEMENT**

**THIS TENANCY AGREEMENT** is made the 18th day of June, 2021

BETWEEN ISIFY GROUP OF COMPANIES of Accra, Ghana (hereinafter called “the Landlord” which expression shall where the context so admits or requires include his agents, representatives or assigns) represented by ISIFY GROUP OF COMPANIES of one part;

AND

DELALI LUKEMAN of One (1) Bedroom self-compound at Mataheko - Hill Top (herein after called “the Tenant” which expression shall where the context so admits or requires include his agents, representatives or assigns) represented by DELALI LUKEMAN.

WHEREAS:

(a) The Landlord is the legal and beneficial owner of all that property known as One bedroom furnished Apartment (4) located at the Mataheko – Hill Top 1st Floor, Greater Accra, Hill Top Residential Area, Accra (hereinafter called the “Premises”.

(b) The Landlord has agreed to let and the Tenant wishes to accept the tenancy of the Premises on the conditions and terms set out herein with the right to designate any of its employees (hereinafter called “the Occupant”) to use and occupy the Premises.

**NOW THE AGREEMENT WITNESSES AS FOLLOWS;**

**Letting**

1. The Landlord hereby LETS to the Tenant and the Tenant TAKES the Premises together with all rights, liberties and the inventory attached hereto as Appendix 1, to HOLD the same unto and to the use of the Tenant for a period of One (1) Year certain from the 18th day of June, 2021 to 18th day of June, 2022 (the “Commencement Date”) with an option to renew this Agreement for further term subject to the same terms and conditions agreed upon by the parties in this Agreement.
2. Where the tenant decides to continue the tenancy, payment for the rent must be made One (1) month before the expiry of the ongoing tenancy.

**Rent**

1. The Tenant shall pay a monthly rent of **GHS500.00 (Five Hundred Ghana Cedis)**

**Quiet enjoyment**

1. The Landlord agrees that if the Tenant pays the Rent and complies with all its obligations under this agreement together with the rules and general conditions governing occupants of MATAHEKO – Hill Top building shall quietly enjoy the Premises during the Term without any interruption or disturbance whatsoever by the Landlord or any person claiming under or in trust for him.

**Landlord’s Right of Access**

1. Subject to the terms of this Agreement, the Landlord shall twice a year be entitled to enter the Premises at a reasonable time during the day to inspect same or to effect any repairs, maintenance or the like which the Landlord is obliged to effect under this Agreement, or which the Tenant is obliged to effect but has failed to do so (in which case the cost of doing same shall be borne by the Tenant).
2. The foregoing is subject to the Landlord giving to the Tenant written notice of no fewer than one (1) week in respect of same.
3. Notwithstanding the above, the Landlord or its authorized agent may enter the Premises to carry out emergency repairs and/or maintenance works.

**Termination**

1. Either party may terminate this agreement at any time for just cause by giving not less than three (3) months prior written notice.
2. Where the Tenant in occupation of the Premises (hereinafter called the “Occupant”) is permanently transferred out of the Greater Accra region within which the Premises is situated, or the occupant leaves the employment of the Tenant for any reason whatsoever Tenant may terminate this agreement by giving a 3 months’ notice to the Landlord.
3. In the event of this Agreement being terminated prior to the expiration of the term, the Landlord shall reimburse the Tenant with any rent paid in advance and remaining unutilized within thirty (30) days of the Premises let to another Tenant.

**Re-entry**

1. The Landlord shall have the right to re-enter the Premises for non-payment of rent or any part thereof after same has become due not more than thirty (30) days (whether legally demanded or not) or for breach of any of the covenants by the Tenant and or the conditions governing this tenancy.
2. After the expiration of the term granted, the Landlord is hereby irrevocably and unconditionally given the exclusive right to take vacant possession of the Premises without any resort to any court action and for the avoidance of doubt, Tenant hereby waives any right due a statutory tenant under the law, and more specifically under the Rent Act, Act 220.

**Force Majeure**

1. Delay or failure to comply with or breach of any of the terms and conditions of this Agreement if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared and undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so falling (each referred to as a “Force Majeure” event), will not be deemed to be a breach of this Agreement nor will it subject either Party to any liability to the other.
2. Where during the Term the Premises or any part thereof becomes partially damaged or destroyed by a force majeure event but nevertheless remains in tenantable condition, the rent shall abate in proportion to that part of the Premises rendered untenantable and the Landlord shall effect repairs to restore and put the Premises in substantially the same condition as they were before.
3. If the Premises shall not be restored and made fit for the full beneficial occupation of the Tenant within three (3) calendar months of the date of destruction or damage the Tenant may by notice in writing to the Landlord terminate the tenancy shall cease and be terminated as from the date of the said destruction and the Landlord shall refund to the Tenant all rent paid in advance for the period after the destruction but without prejudice to any rights and remedies of either Party against the other for any previous breach of covenant.

**OBLIGATIONS OF THE TENANT**

**General Obligations**

1. The Tenant shall;
2. Pay the Rent at the times and in the manner aforesaid.
3. At all times during the said term to keep the interior and exterior of the Premises including all windows, doors, locks, fasteners, water closets, cisterns, and other fixtures, fittings and furnishings specified under Appendix 1 in good and Tenantable state of repair and condition, fair wear and tear excepted and repair any damage occurring within the Term granted under this agreement.
4. Not do or permit to be done on the Premises anything which may damage or be or become a nuisance, annoyance or inconvenience to the Landlord or occupiers of the adjoining unit, properties or neighbors.
5. Not to make any structural alterations or additions to the Premises or erect or cause to erect on the Premises or any part thereof any structures or fixtures without the prior written consent of the Landlord.
6. Not assign, sublet, charge or otherwise part with possession of the whole or part of the Premises to any other person without the consent in writing of the Landlord, such consent not to be unreasonably withheld.
7. At the expiration or sooner determination of the term hereby granted to peaceably yield up the Premises with all fittings, fixtures and furnishings let together with the Premises in good repair and tenantable decorative repair and condition.
8. Yield vacant possession of the Premises in good tenantable condition on the expiration or determination of the term granted under this agreement.
9. To obey all the rules and regulations applicable to homeowners with Mataheko Hill Top Apartment as set out in Appendix 2 and amendments thereof that maybe made from time to time.

**Electricity, Water, and Sanitation**

1. The Tenant shall be responsible for the payment of charges for all services and utilities consumed at or in respect of the Premises including electricity, water, and for any surcharges or penalties imposed, in accordance with the meter readings or charges related exclusively to the Premises.
2. Where payment of the costs referred to in clause 16 above has to be effected by the tenant directly to the utility or service provider, the tenant will be obliged to effect such payment on the due date. The tenant further indemnifies the landlord against any claim a utility or service provider may have against the landlord as a result of the tenant not effecting payment of any amount due on the due date.
3. Where the utility or provider requires the landlord to effect payment of all amounts due and owing by the tenant on its behalf, the landlord will be entitled to recover from the tenant such amounts as the tenant would have paid directly to the utility or service provider plus any surcharge the landlord will be permitted in law to recover from the tenant. The tenant will be obliged to effect such payment to the landlord within seven (7) days after being called upon to do so.

**OBLIGATIONS OF THE LANDLORD**

1. The landlord shall:
2. Bear pay and discharge all existing and future rates, duties, taxes, ground rent and other outings and assessments imposed or charged upon the owner of the premises except those payable to the tenant.
3. At its sole cost and expense maintain all necessary insurances required to cover the structure of the premises for the duration of the agreement.
4. Keep in good and substantial state of repairs the main structure and the roof of the premises.
5. Allow the tenant at its own cost and expense to install on the premises such equipment and electrical appliances the tenant shall require on the premises which does not require any beam or permanent structure including walls to be cut, broken, drilled and or changed in any way whatsoever and however except with the written consent by the landlord.
6. Upon the written request of the tenant made at any time before the commencement of the last three (3) months of the said term, if there shall not at that time be any breach by the tenant, of the covenants and conditions herein contained and on its part to be performed grant to the tenant a further term at a rent specified in clause 3 and subject to the same terms and conditions. In the event that this agreement is extended for a further term in accordance with the terms and conditions of this agreement then the parties shall execute a written document confirming such extension.

**MISCELLANEOUS**

**Warranties**

1. The tenant warrants to the landlord that it has fulfilled all legal requirements and due processes required under its rules and regulations and the laws of the Republic of Ghana which are necessary for the validity of this agreement and its power and authority to enter into this agreement and to carry out the transactions contemplated hereby.

**Release and waiver**

1. No waiver or omission by either party to require performance and observance by the other party of any of its covenants, conditions and undertakings herein nor any compromise forbearance or indulgence granted or shown by either party at any time to require the strict and full compliance by the other party of any or all provisions of this contract.

**Severability**

1. In the event that any part of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent by law.

**Notices**

1. Any notice required to be served under this agreement shall be sufficiently served by email,
2. In the case of the landlord ([apostlepray4me@gmail.com](mailto:apostlepray4me@gmail.com)) 0559494233
3. In the case of the tenant to ([niiemma876@gmail.com](mailto:niiemma876@gmail.com)) 0277922517

**Entire Agreement**

1. This agreement together with any schedule and attachment shall form the entire agreement between the parties and supersedes all previous agreements, representations, or obligations oral or written, express or implied, relating to the subject matter herein.
2. No variation of this agreement shall be valid unless made in writing and signed by or on behalf of the parties herein.

**Governing Law**

1. This agreement is governed and shall be construed in accordance with the laws of the Republic of Ghana.

**Substitution of occupant**

1. The tenant shall have the right to substitute the occupant during the term of the lease with the landlord’s prior written consent, which shall not be unreasonably withheld or delayed and PROVIDED THAT any such substituted occupant shall be an employee of the tenant. The tenant must indicate in writing with details of the substitute.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and names the day and year first above written.

**SIGNED SEALED AND DELIVERED BY THE LANDLORD**

Represented by:…………………………. **…………………………**

**LANDLORD**

**In the presence of:**

Name:

Address:

Occupation:

Signature:

**SIGNED SEALED AND DELIVERED BY THE TENANT**

Represented by:…………………………. **…………………………**

**TENANT**

**In the presence of:**

Name:

Address:

Occupation:

Signature: