**REPUBLIC OF KENYA**

**TENANCY AGREEMENT**

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THIS AGREEMENT is entered into THIS **01STDAY OF A**UGUST, 2012 YEAR Two thousand and **TWELVE** between **M/S. ZULMAC AGENCIES LIMITED** Of **P.O. BOX 208**-**50100 KAKAMEGA, TEL. 056-30373/072202480508** in the Republic of Kenya (Hereinafter referred to as the **LANDLORD/LANDLADY/AGENTS** and which expression shall, where the context so admit,

include his heirs assigns and personal representatives) on the **ONE PART** and **MR./MRS./M/S./MS. Kwatuha Alfayo Of P.O. BOX 495 – 50100 KAKAMEGA ID NO. 21950326 TELEPHONE NO. 0721628135** in the Republic of Kenya

(Hereinafter referred to as the **TENANT** and which expression shall where the context so admit,

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include his heirs assigns and personal representatives) on the **OTHER PART.**

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. **THAT** the **LANDLORD/LANDLADY/AGENT** shall **LET** and the tenant shall **LEASE**

all that property described as BEATRICE AKALA AT NATIONAL HOUSING EASTATE BEHIND PROVINCIAL GENERAL HOSPITAL

1. **THAT** the agreed rent price shall be **Kshs 15,000.00.= ONLY)** payable on **Monthly/ Quarterly/ Half yearly/ Yearly basis**, together with a refundable deposit of**1(ONE)….** month(s) as the same value as the house rent plus **ELECTRICITY AND WATER DEPOSITS AMOUNTING TO KSHS 3,500.00**  The deposits shall be held by the **LANDLORD/ LANDLADY** as non interest earning security.
2. **THAT** the subject rent is payable in advance on and or before **5TH** Day of the month. In the event of late payment and or outright default by the tenant, a **PENALTY of 5%** and subject to a minimum of **KSHS. 1,000= (ONE THOUSAND ONLY)** shall become payable over and above the normal monthly rent.
3. **THAT** should this problem of late payment/default persist for two(2) successive months, the tenant shall be required to vacate in the following third month and give the **LANDLORD/ AGENTS** vacant possession of the subject House and upon settlement of all the arrears.
4. **THAT** the tenancy Agreement shall be for a period of **TWO(2)** Years with effect from 1ST Day of AUGUST the Year Two thousand and **TWELVE** and upon expiry of such tenancy period, both Parties shall make a decision whether or not to renew the same as they may deem appropriate.

**1.**

**THE TENANT COVENANTS WITH THE LANDLORD/ LANDLADY/AGENTS AS FOLLOWS:**

1. The tenant shall at all times during the tenancy pay to the appropriate authorities all charges in respect of the electricity and water supplied to the premises as recorded on the meters installed therein.
2. The tenant shall at all times during the tenancy keep the interior and exterior of the said premises, including all doors, windows, sanitary apparatus, fittings and the electrical apparatus and fittings therein, clean and in good condition and shall also make good any stoppage of, or damage to, the drains howsoever caused, and at the expiration or sooner determination of the tenancy and upon giving………..**30 (THIRTY)**…………**Days**/ Months notice to the party concerned, the tenant shall peaceably and quietly yield up possession of the premises to the Landlord/ Landlady in such good order and condition as aforesaid (fair, wear and tear, loss or damage through burglary and accidental fire only exempted) and with all locks, keys and fastening complete.
3. The tenant shall pay for the replacement or make good repair or restore all such of the articles of fixtures and effects as shall be broken, lost, damaged or destroyed during the tenancy.
4. The tenant shall be responsible for all damages which are incurred as a result of negligence or willful act on the part of the tenant and/ or occupant, to walls, ceilings, floors, windows and doors, and will repair at own expenses if required to do so by the Landlord/ Landlady or his/her authorized Agents.
5. The tenant shall replace any keys or the appropriate locks which are shown on the inventory of keys and which are lost.
6. The tenant shall be responsible for all normal running repairs in connection with internal plumbing, the water heater, windows, locks and fasteners where such repairs were necessitated by misuse on the part of the tenant.
7. The tenant shall not make any alterations or additions to the premises or to drive any nails, screws, or other fasteners into walls, floors or ceilings without the consent in writing of the Landlord/ Landlady or his/her authorized Agents.
8. The tenant shall make periodical inspection of the premises and shall report immediately to the Landlord/Landlady the presence or suspected presence of any termites, bees or any other destructive insects, dry rot or any other infestation.
9. The tenant shall report immediately in writing to the Landlord/ Landlady or his/her authorized Agents any effects which may develop in the structure of the demised premises to enable immediate steps to be taken to have such defects rectified. Should the tenant fail to report such defects, then he/she will be liable for any additional damage due to his/ her negligence to take proper action.

**2.**

1. The tenant shall permit the Landlord/Landlady or his/her Agents with or without workmen or others and with or without apparatus, machinery, appliances or materials at all reasonable times of the day and upon reasonable notice to enter the said premises and view the state and condition thereof and also to execute or do any repairs or works therein which may be the responsibility of the Landlord/ Landlady or which the Landlord/ Landlady may deem desirable or necessary.
2. The tenant will not assign or sublet or part with the possession of the premises or any part thereof without the previous written consent of the Landlord/ Landlady.
3. The tenant shall also not permit or suffer to be done or omitted in or upon the said premises anything which might have the effect of causing the title of the Landlord/ Landlady to the said premises to be forfeited/ jeopardized.
4. The Landlord/ Landlady shall pay all rates, taxes, sewerage charges etc in respect of the said premises other than those of which the tenant is liable under the provisions of this Agreement.
5. The tenant paying the rent hereby reserved and performing and observing all the agreements and conditions herein contained or implied and on his/her part to be performed and observed shall and may peaceably and quietly hold and enjoy the premises during the tenancy hereby created without any interruption from or by the Landlord/Landlady or any person or persons on his behalf.
6. The tenant shall make and keep the gardens and grounds of the said premises in good cultivation and shall not cut any timber or remove any trees or shrubs without the prior consent of the Landlord/ Landlady in writing.
7. The Landlord/ Landlady will have no objection to the tenant planting flowers and or ornamental or shade trees on the grounds of the said premises as to his/her choice.
8. The Landlord/ Landlady shall not use the grounds of the said premises for any of his personal reasons during the term of the lease.
9. If the rent herein reserved or any part thereof shall be in arrears or shall remain unpaid for a period of 21(twenty one ) days after the same has become due,(whether legally demanded or not), or if there shall be any covenants and any breach or non-performance or non-observance of any covenants and conditions herein before contained and on the part of the tenant to be performed and observed, then the Landlord/ Landlady shall be entitled to take action and enter upon the said premises or any part thereof without any previous notice. And upon taking such action, the Landlord/ Landlady shall determine tenancy hereby created but without prejudice, immediately assume possession of the premises and take whatever action he/she may deem fit to recover the arrears of rent.

**3.**

1. The tenant shall at all times during the tenancy period be entirely responsible for his or her own / Family safety and or loss. This is deemed to include his/her personal items whether or not directly or indirectly owned. It is therefore provided for that claims and or loss arising from such incidences shall not be the responsibility of the Landlord/ Landlady.
2. At the expiry of each lease period and upon renewal/ extension of the contract, rent shall be reviewed upwards by **N/A** of the monthly rent.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands this 2**7TH** Day of AUGUST Year two thousand and **TWELVE**

**SIGNED** by the Landlord/ Landlady/ Agents ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

) sign

In the presence of ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

) sign

**SIGNED** by the Tenant(s) ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

sign

In the presence of ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4.**