**TENANCY AGREEMENT**

**BETWEEN**

**……………**

**(THE LANDLORD)**

**And**

**……………………..**

**(THE TENANT)**

**Which covers a 2 bedroom apartment situate at No .. …….. Street, ……………, Lagos State.**

TENANCY AGREEMENT

THIS TENANCY AGREEMENT made this ………day of …………………………………. 2018 BETWEEN **………………..** of No ………….. Street, ……………., ……….., Lagos State (Hereinafter referred to as THE LANDLORD) of the ONE PART and **……………….** of .., …………….., Lagos State (Hereinafter referred to as THE TENANT) of the OTHER PART

WHEREAS:

The Landlord is the beneficial owner of the property comprising of a 2 bedroom flat and appurtenances situate and lying at No … ….Street, ……….., Lagos State (herein referred to as “the premises”) and is desirous of granting a tenancy of the premises and the tenant has agreed to take a lease of the premises for a period of One (1) year certain upon terms and conditions herein after appearing.

THIS AGREEMENT WITNESSES AS FOLLOWS:

In consideration of the rent and the tenant’s covenants reserved and contained in this tenancy, the landlord grants to the tenant ALL THAT 2 bedroom flat with its appurtenances at No … ….Street, ……….., Lagos State ( the premises) TO HOLD UNTO the tenant for a term of one year commencing on the …. of …. 20… and to expire on ….. of … 20… PAYING the sum of N…., 000 (…. hundred and …. thousand naira, the receipt of which the landlord acknowledges) as rent for the term granted in advance at the commencement of this tenancy.

THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

1. To pay the rent reserved in the tenancy agreement at the time and in the manner provided in this agreement
2. To pay all rates and outgoings payable now or subsequently introduced in respect of the premises whether payable by the landlord or tenant
3. To keep the premises in good tenantable condition and repair, fair wear and tear excepted and at the expiration of the lease to deliver the premises in the same condition as it were at the commencement of the tenancy: provided that the landlord shall keep the main structure (including walls, roof and external parts) in good and tenable repair and condition as enables the premises to be used for the purpose as contained in this agreement
4. Not to make any alterations or additions to the premises or any part of it without first obtaining the landlord’s consent
5. To give the landlord or anyone authorised by him, in writing, access to enter and view the premises at all reasonable time during the term granted and except in emergency cases may be exercised only on seven days’ notice, and during normal business hours.
6. Not to assign, charge, grant any security, underlet or share part with possession or occupation of the premises or any part of it without the written consent of the landlord, such consent not to be unreasonably withheld or delayed in case of a responsible and respectable person.
7. Not to carry on or permit to be carried on in the premises or any part of it trade or business but to use the premises as a private dwelling house only.
8. To live in harmony with other co-tenants and not in any way whatsoever disturb the peaceable occupation or possession of a co-tenant or cause arrest without first attempting to resolve the dispute among themselves and having such dispute brought to the attention of the landlord except in the instance of a criminal matter.

THE LANDLORD COVENANTS that:

The tenant performing and observing all the covenants contained in the tenancy, may quietly hold and enjoy the premises during the term without any interruption or disturbance by the landlord or any person claiming through or in trust for him.

IT IS ALSO AGREED that:

1. The rent reserved in this tenancy shall be reviewed at such time as may be determined by the landlord: provided that the landlord or any person claiming through him shall give notice of such reviewed rent three months to the expiration of a current term
2. The landlord in his discretion on a written request of the tenant made not less than three months to the expiration of a current term , grant to the tenant another term in accordance with the term granted; provided that the landlord reserves the right to refuse the tenants request where the tenant is in breach of any of the covenants contained in this tenancy and where a new term is granted, it shall be on the same terms and conditions as contained in the present tenancy except in respect of the rent and the covenant option to review
3. A month to the expiration of the tenancy including any period of renewal the tenant shall carry out repairs and renovations to put premises in the same state and conditions as it was at the commencement of the tenancy
4. Notwithstanding the provisions of any rule of law, this tenancy shall be terminated by service of three month notice to quit by either party on the other.

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

SIGNED BY THE LANDLORD ……………………………………………………………

In the Presence of:

Name: ………………………………………………………………………….

Address: ………………………………………………………………………

Occupation: …………………………………………………………………

Date/Signature: ………………………………………………………….

SIGNED BY THE TENANT ……………………………………………………………

In the Presence of:

Name: ………………………………………………………………………….

Address: ………………………………………………………………………

Occupation: …………………………………………………………………

Date/Signature: ………………………………………………………….