RESIDENTIAL UNIT S' TENANCY AGREEMENT

An agreement is made this …… Day of ……. Two Thousand and ……...….. between …… ID NO…… (Hereinafter called the Tenant) and ……. PO BOX …… Town/City…… (hereinafter called the Management) of the other part WHERE IT IS AGREED AS FOLLOWS: -

1. **PREMISES**.

Landlord hereby rents to Tenant and Tenant accepts in its present condition the house no …… at **Grant Suites** located at **RWV9+QPJ Ruiru.**

2. **TERM**.

The term of this Tenancy shall start on …… and end one month after notice. The landlord reserves the right to terminate the tenancy agreement at any time if the tenant violates any of the terms of the agreement.

3. **RENT**.

Tenant agrees to pay, without demand, to Landlord the rent for the House the sum of **Ksh 27,500** per month in advance and before the fifth day of each calendar month. The tenant shall pay the rent only using these payment details. **Co-operative Bank**, **Pay Bill**: **400200, Account No: 01102941435002, Name: Grant Court Ventures,** and deposit the bank slip or a proof of payment to at the apartments office**.** Landlord may impose a late payment charge of **Ksh 1375** per day for any amount that is more than five (5) days late. Rent will not be prorated if the term does not start on the first day of the month or for any other partial month of the term. The rent is subject to change at the discretion of the landlord.

4. **SECURITY DEPOSIT**.

Upon execution of this Tenancy, the Tenant will give the Landlord **Ksh 60,000** equivalent to 2 months deposit rent, **Ksh 5,000** Electricity and Water Deposit which will act as a security deposit. This deposit is to ensure the Tenant follows the terms of the Tenancy and will be returned to the Tenant after the Tenant fully follows the Tenancy terms. If

the Tenant, their family, agents, or visitors cause any damage to the house, the Landlord can use money from the deposit to make repairs. However, if the repair costs more than the deposit, the Tenant is still responsible for paying the remaining amount.

5. **QUIET ENJOYMENT**.

Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Tenancy, Landlord will not interfere with Tenant's peaceful use and enjoyment of the House.

6. **USE OF PREMISES**.

A. The House shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the House nor any part of the House shall be used at any time during the term of this Tenancy for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the House.

7. **NUMBER OF OCCUPANTS**.

Tenant agrees that the House shall be occupied by no more than **…….** persons, including no more than **…….** persons under the age of eighteen (18) years, without the prior written consent of Landlord.

8. **CONDITION OF PREMISES**.

A. Landlord and Tenant agree that they have both examined the House, including the fittings, paints and improvements, and that they are, at the time of this Tenancy, in good order, good repair, safe, clean, and tenantable condition.

B. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the House at the commencement of Tenant's occupancy.

9. **ASSIGNMENT AND SUBLETTING**.

A. Tenant shall not assign this Tenancy, or sublet or grant any concession or license to use the House or any part of the House without Landlord's prior written consent.

B. The Tenant shall not use or permit the premises to be used for B&B (Bed &Breakfast), short term accommodation, holiday letting, or any similar transient accommodation service. The Premises shall be occupied solely in accordance with the terms and purpose of this tenancy agreement.

10. **ALTERATIONS AND IMPROVEMENTS**.

A. Tenant shall make no alterations to the House or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements, placed on or around the House by Tenant, with the exception of fixtures properly removable without damage to the House and movable personal property, shall, unless otherwise be disclosed by written agreement between Landlord and Tenant.

Any alteration and improvements by the tenant without landlords' consent and that Negatively affect other tenants may lead to early termination of this Tenancy.

11. **DAMAGE TO PREMISES**.

If the House, or any part of the House, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the House is untenantable. If Landlord shall decide not to rebuild or repair, the term of this Tenancy shall end and the rent shall be prorated up to the time of the damage.

If the house damages are due to tenant's negligence, the tenants Deposits shall be used to cater for the damages.

12. **DANGEROUS MATERIALS**.

Tenant shall not keep or have on or around the House any dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the House or that might be considered hazardous.

13. **UTILITIES**.

Tenant shall be responsible for paying for all utility services required on the premises, except Landlord will provide: **Security, Parking, Cleaning the Premises and Kitchenette** (service fee applicable). Tenant shall not default on any obligation to a utility provider or utility services at the House.

14. **MAINTENANCE AND REPAIR**.

A. Tenant will, at Tenant's sole expense, keep and maintain the House and appurtenances in good and sanitary condition and repair during the term of this Tenancy. In particular, Tenant shall keep the fixtures in the House in good condition.

B. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the House, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall repair or replace such damaged or defective area, appliance or mechanical system.

15. **ANIMALS**.

Tenant shall keep no domestic or other animals in or about the House without the prior written consent of Landlord.

16. **RIGHT OF INSPECTION**.

Landlord shall have the right at all reasonable times during the term of this Tenancy and any renewal of this Tenancy to enter the House for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Tenancy.

17. **DISPLAY OF SIGNS**.

During the last thirty (30) days of this Tenancy, Landlord may display "For Rent" or "Vacancy" or similar signs on or about the House and enter to show the House to prospective tenants.

18. **SURRENDER OF PREMISES**.

At the expiration of the Tenancy, Tenant shall quit and surrender the House in as good a condition as it was at the commencement of this Tenancy.

19. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT**.

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Tenancy and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Tenancy. In the event of default, by Tenant, of any obligation in this Tenancy which is not cured by Tenant within fifteen (30) days' notice, the Landlord may pursue any other remedy available at law, or otherwise.

20. **ABANDONMENT**.

If at any time during the term of this Tenancy, Tenant abandons the House or any of Tenant's personal property in or about the House, Landlord shall have the following rights: Landlord is entitled to presume that Tenant has abandoned the House if Tenant removes substantially all of Tenant's furnishings from the House, and if the House continuous unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the House.

21. **INSURANCE**.

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

22. **BINDING EFFECT**.

The rules and conditions in the Tenancy will apply to and be binding on the heirs, legal representatives, and approved assigns of both parties.

23. **GOVERNING LAW.**

It is agreed that this Tenancy shall be governed by, construed, and enforced in accordance with the laws of the Kenyan Government.

24. **ENTIRE AGREEMENT**.

This Tenancy is the complete agreement between both parties. Any earlier agreements or promises made before this Tenancy are no longer valid. Any changes to this Tenancy must be in writing and signed by both the Landlord and the Tenant.

25. **NOTICES**.

Any notice required or given under this Tenancy must be in writing and hand-delivered to the apartment office. A notice regarding the termination of the tenancy must be given at least one month before the termination date/month.

IN WITNESS WHEREOF, the parties have caused this Tenancy to be executed the day and year first above written.

Tenant

NAME: ---------- ID NO. ----------

SIGNATURE: ---------- DATE: ----------

Landlord

NAME: ----------

SIGNATURE: ---------- DATE: ----------

JOINT INSPECTION

THIS INSPECTION SHOULD BE COMPLETED PROMPTLY FOLLOWING INITIAL OCCUPANCY

CONDITION OF PREMISES: INDICATE WITH A CHECK OF EITHER "YES" OR "NO" IF THE FEATURE IS CLEAN AND UNDAMAGED. IF "NO", PROVIDE AN EXPLANATION IN THE "NOTES", OR IF "NOT APPLICABLE" INDICATE WITH "NA".

1 Bedroom

	Yes	No	Notes
LIVING ROOM			
Walls			
Sockets & Switches			
Window and Window Panes			
Door & Lock			
LED Panels			
Floor Tiles			
Bell			
Kitchen			
Wall Tiles			
Sockets & Connectors			
Cabinets			
Taps			
Sink			
Granite top			
Bedroom			
Wardrobe			
Sockets and Switches			
Window and window panes			
Door and Locks			
LED Panels			
Walls			
Floor Tiles			

The parties acknowledge that the above inspection was made on _____, and

that the conditions of the premises are as shown above. The parties further agree that a copy of this Joint Inspection was provided to Tenant.

TENANT

NAME: ---------- ID NO. ----------

SIGNATURE: ---------- DATE: ----------

LANDLORD

NAME: ----------

SIGNATURE: ---------- DATE: ----------