**Sample- TENANCY AGREEMENT**

Agreement made on the of the year two thousand and twenty one between Mr/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Nairobi (hereinafter called the landlord) of the one part and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Aforesaid( hereinafter called the Tenant) of the other part.

**WHEREAS IT IS AGREED AS FOLLOWS;**

**1**. An apartment identified as room number \_\_\_\_\_ of Estate \_\_\_\_\_\_\_\_\_\_\_\_\_\_on plot no.LR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the premises).

**2. The Term and Commencement:**

This agreement commences from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall be occupied thereafter for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3.** **The Rent in Kenyan Shillings:**

Rent is set at the monthly rate of Ksh …………..

4. The Tenant shall pay refundable deposit equivalent to one month’s rent prior to occupying the premises.

5. The tenant shall make the owed rent payment for the respective month by the 5th day of the month. A fine of Ksh 500/= per day shall arise following delayed payment from the 5th Day of the month.

6. Electricity and water bills will not be covered by the landlord. The tenant must therefore make arrangements to clear such payments.

7. The Tenant shall at all times during the tenancy keep the interior of the said premises including all doors, windows, sanitary apparatus fittings and the electrical wiring apparatus and fitting there in clean and in good order and condition, and also make good any blockage or damage to the same.

8. Not to assign or sublet the premises without prior consent in writing of the landlord first hand obtained.

9. The landlord is not liable for any loss, damage or injury arising from the use and management of the property by the tenant.

11. Not without the consent in writing of the landlord, may the tenant make any alterations or additions to the premises, or remove any door and fixtures there on. And to keep the room in good state of repair.

12. The Tenant paying the rent here in contained and observing the terms on its part therein shall enjoy a quiet possession of the premises during terms of tenancy. He shall also respect the rights of other tenants.

13. The Tenant shall permit the landlord or his agents with or without workmen or others and with or without tools, apparatus, machinery, appliances or materials at all reasonable times of the day (normal business hours) and on convenience of the tenant, to enter upon the said premises and view the state and condition thereof and also execute or do any works therein which may be the responsibility of the landlord or which the landlord may deem desirable or necessary.

14. If the rent herein reserved or any part thereof shall be in arrears or be unpaid after the same has become due (whether legally demanded or not) or if there shall be any breach or non-observance of any of the covenants and condition before contained and on the part of the Tenant to be performed and observed, the Landlord shall be entitled to take action and enter upon the said premises or any part thereof in the name of the whole without prejudice to the right to terminate tenancy and assume possession of the premises immediately and take whatever action he thinks fit to recover the arrears of rent.

15. The Tenancy may be terminated by either party after giving the other a two (2) month notice in writing. The Tenant shall yield up the house and all fixtures and fittings thereon after putting the same in good condition.

In witness whereof the parties to this agreement have hereunto put their signatures on the day and the year above written.

Signed by the said

Tenant;
 ……..……………………………….

Signed by the said

Landlord ……………..……………………….

Witness;

**NOTES-**

**If you need to have the agreement to include other details feel free to** **contact us****.
Such as; having the agreement modified to be a lease. A lease is generally for long term rentals and properly officialises the agreement.**

**Advice on process- Written to be Valuable to the tenant and landlord-**

1. **Confirm the State of the property before entering in the rental agreement.

This serves to ensure the deposit is refunded to your good self.**
2. **Reach an agreement on terms of rent. Would you like to tweak the agreement that there is also a service charge on the rent? Are there other things that need to be captured.

The rental agreement can be modified to meet the needs of both parties. You could edit the above but it is recommended you follow the proper legal procedure. Reach out to us and we can easily organise for a law firm to assist you in creating an exact agreement to reach your needs.**
3. **Proper record keeping

Mr Grewal with experience in property management has prepared an attachment that can be found below. You must always ensure every payment is recorded in the proper manner. There have often been instances where tenants claimed they have paid when in fact they did not and landlords claiming payments that were not in the agreement. Such as generator charges- was it in the agreement? Was April paid for fully. By what means? Is there proof? Cheque, Mpesa? If cash there should be a proper confirmation.**
4. **References/ ID/ Proper documentation

Although this is not of general practice in Kenya, it is a simple safeguard that helps ensure respectable tenants entering to occupying the premises. Be it a letter from the former landlord and letter from employer. Further always ensure the Id copy is in your records, attached to the tenancy agreement**

**Our organisation can arrange for the entire procedure above to be taken care of.**

**DISCLAIMER- this is a simple guide. It is not to be taken as legal advice.**

**If you want a law firm to provide legal advice, contact us on** **info@kenyanlaw.com**

Mr/Mrs X
Details: Contact us to receive a simple digital accounting system anyone can use

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| **Tenant Details** |
| MONTH 2021 | DATE PAID | MODE OF PAYMENT | TENANT SIGN(Cash Paymentor otherwise) | LANDLORD SIGN | Comments/Balance owed/ other notes/ Repairs |
| JANUARY |  |  |  |  |  |
| FEBRUARY |  |  |  |  |  |
| MARCH |  |  |  |  |  |
| APRIL |  |  |  |  |  |
| MAY |  |  |  |  |  |
| JUNE |  |  |  |  |  |
| JULY |  |  |  |  |  |
| AUGUST |  |  |  |  |  |
| SEPTEMBER |  |  |  |  |  |
| OCTOBER |  |  |  |  |  |
| NOVEMBER |  |  |  |  |  |
| DECEMBER |  |  |  |  |  |

**Attach copy of Tenants’ IDs**

**The landlord can-**

1. Demand rent
2. Evict the tenant is rent is not paid following due process
3. Waive or reduce rent
4. Extend repair costs to tenant under certain circumstances
5. Inspect the property following proper notice

-Contact us for guidance on the above if needed.

-The landlord must pay tax on rental income. It is a simple process that doesn’t need an accountant. Contact us for guidance on tax payment.