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TENANCY AGREEMENT

THIS AGREEMENT made on this March 2021 between Mr. Ephantus Njenga (Joys Land Empire Investment) of P. O. Box 44728-00100, Nairobi (hereinafter referred to as 'THE LANDLORD') and Mr/Mrs/Ms Martin Kihuna Muthuki ID/No. 32618121 of P.O.Box 0216 Kite Tel: 0704 250218 (Hereinafter referred to as 'THE TENANT').

WHEREAS IT IS AGREED BETWEEN the parties as follows:-

1. The Landlord agrees to THE TENANCY and the Tenant agrees to take the residence erected on **L.R. No. KJD/KAPUTIEI-NORTH/2678, Kitengela Town**, comprising a Two (2) Bed-roomed House ☐ One (1) Bed-roomed House ☒ or single room ☐ marked as house No. 106 With and the usual conveniences for a period of **2Years** commencing on the 17th March 2021 to 16th March 2023.
- a. The rent payable by the Tenant shall be the sum of **Kshs. 13,200** In words Thirteen thousand two hundred only Per month inclusive of Ksh.200/- garbage fee. The tenant shall also pay an interest free deposit equivalent to one month's rent of **Kshs. 13,200** In words thirteen thousand only which sum is repayable at the expiration of this Tenancy, or on expiration of the Tenancy period the said sum may be utilized to defray any outstanding conservancy and/or renovation, redecoration charges or expenses which at all material times may be repayable by the tenant within the Tenancy period. The rent payable as above shall be exclusive of water, electricity, and maintenance.
- b. Rent will be reviewed upward according to the market rate after expiry of the tenancy agreement.
- c. The tenant shall also pay water deposit of Ksh.2000/- which is repayable after the final bill is settled at the termination of this tenancy agreement.
- d. The Rent shall be paid to **Joys Land Empire Investment, A/C No. 1480279664052 -Equity Bank** and shall be payable monthly (1 Month) in advance and shall be payable on or before 6th day of every month.
2. The Tenant agrees with the Landlord as follows:-
 - a. To pay rent in the manner aforesaid clear of any deductions whatsoever.
 - b. At the termination of the said term of tenancy to deliver up the premises together with the landlord's fixtures and fittings therein with all locks keys and fastenings complete and in such state of repair order and conditions as shall be in strict compliance with the covenants and agreements in that behalf on the part of tenancy herein contained.
 - c. Not make nor permit to be made alterations in additions to the said premises nor erect any fixtures therein nor drive any nails, screw bolts or hedges in the floors walls or ceilings thereof

SIGNED BY THE TENANT

without consent in writing of the landlord first obtained (Which consent shall not be unreasonably withheld).

- d. To use the demised premises for residential purposes only and will not carry out any unlawful or unauthorized business in the said premises.
- e. To keep the demised premises/fittings and fixtures therein clean and in good condition and to hand over the property/fittings and fixtures at the termination of the tenancy in the same condition and repair as on entry, air, wear and tear accepted.
- f. To pay for the replacement or make good repair/restore (make and brand) all such fixtures and fittings as shall be broken, lost damaged or destroyed during the tenancy to replace keys (or the appropriate locks which are lost, broken or damaged).
- g. To be responsible for all damages which incurred as the result of negligence or wilful action on the part of the tenant and/or occupant to walls, ceilings, floors, windows and doors and will repair the same at his own expenses if required to do so by the landlord or his authorized agents.
- h. To be responsible for all normal running repairs and maintenance in connection with internal plumbing, fixtures, fittings, windows, locks, handles and fasteners and should ensure that they are in good order before taking occupation of the demised premise.
- i. To permit the Tenant paying the rent hereby reserved and performing observing the covenant and agreements herein contained or implied and on his part to be performed and observed peacefully and quietly to possess and enjoy the said premises during His/her stay without any interruption from or by the Landlord or any other person or persons lawfully claiming from under it.

The tenancy may be terminated by either party by giving the other party ONE (1) month notice in writing.

SIGNED BY THE LANDLORD (THE LANDLORD)



SIGNED BY THE TENANT

A handwritten signature in blue ink, appearing to be 'J. J. J.', written over a horizontal line.