



**UNIVERSITY OF NAIROBI**

**TENANCY AGREEMENT**

**BETWEEN**

**UNIVERSITY OF NAIROBI**

**P.O BOX 30197-00100**

**NAIROBI.**

**(The Landlord)**

**AND**

PROF/DR/MR/MRS or MS.....

PERSONAL NUMBER (P/NO) .....

ID. NUMBER/PASSPORT NO.....

DEPARTMENT .....

MOBILE NO. ....STAFF EMAIL ADDRESS.....

P.O BOX.....

**(The Tenant)**

**IN RESPECT OF**

HOUSE NO. ....

HOUSE TYPE: .....

LOCATION.....

LAND REFERENCE NUMBER.....

This Tenancy Agreement is dated this..... day of.....20..... and entered into between the University of Nairobi of P.O Box 30197-00100 NAIROBI (hereinafter referred to as “**THE LANDLORD**”) on the one part and

The Occupant.....of ID No/P/No....., Department of.....P.O BOX ..... (Hereinafter referred to as “**THE TENANT**”) on the other part.

**WHEREAS IT IS AGREED AS FOLLOWS:**

**THE LANDLORD** agrees to let and the **TENANT** agrees to take ALL THAT house or tenement with the appurtenances thereto known as .....(hereinafter referred to as “the said premises”) for the term of ..... years commencing on.....Day of.....Two Thousand and .....at a monthly rent of Kenya Shillings..... (Kshs.....) only payable:

- i. Rent shall thereafter be paid monthly in arrears by deduction from payroll.
- ii. Rent shall be increased after every Five (5) years to determine the realistic economic rents payable. The rates shall be determined through rental assessment valuations to be done after every five (5) years.
- iii. If the rent shall be in arrears for more than Fourteen (14) days after the same have become due and payable, or if the Tenant shall fail to perform and observe any of the agreements herein contained or implied and has not complied with any notices in respect of such breach or non payment, it shall be lawful for the Landlord at any time thereafter to enter into the Property and to again repossess the same without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants herein contained or implied.
- iv. In the event the Rent shall be in arrears or if any such payment is dishonoured, then interest shall be charged on any outstanding amount at the rate of 2% above the base rate of Barclays Bank Kenya Limited as published from time to time until payment in full of the amount including debt collection fees and bank charges and shall accrue on a daily basis.

**2.0 The tenant hereby agrees with the Landlord as follows:**

- i. Pay the rent at the times and in the manner aforesaid
- ii. Open utility accounts with respective service providers under his/her name and pay for all charges in respect utilities consumed which include but not limited to electricity, water and conservancy and to produce copies of clearance certificate and closure of accounts for the same on vacation. Where a member of staff occupies a unit within a block of several residential units he shall share **equally** with the other occupants any charges for water and electricity consumption by the servants, electricity bills for the

- staircase lighting, security service charge and other service charges, if any. The tenant shall be required to cooperate with the residents' committee in the welfare matters.
- iii. Use the Property in a tenant-like manner for a private residential dwelling only and not carry on or permit to be carried on the property any trade or business of any kind or keeping/rearing of animals on the property whatsoever.
  - iv. Not assign, sublet, charge or part with possession of the Property (or any part thereof) including servant quarters without the prior written consent of the Landlord.
  - v. Not to damage or injure the Property or make any alterations or additions to the building (including boundary walls and fences) nor change in the quality or colour of the internal and external paintwork of the house or servant's quarters without the prior written consent of the Landlord or his authorized representative(s).
  - vi. That the occupant shall keep the gardens (if any) in good order and condition and that except in the ordinary course of gardening the tenant shall not cut, lop or prune any trees, shrubs or bushes growing on the compound.
  - vii. Keep the interior of the buildings on the Property including doors, windows, locks, keys, water taps, external and internal sanitary apparatus and all fittings and fixtures in good order/reasonable repair and condition, and will yield up the same like repair and condition at the expiration of the said term. **The tenant is responsible for all internal repair works to the demised premises.**
  - viii. The Tenant shall make good any defects on the buildings, at their own expense except where it is proved that such damage cannot be attributed to negligent omission or commission on the part of the occupant.
  - ix. The Tenant shall not put nails, screws or any other foreign matters that will in any way affect the paintwork or cause it to peel off, or any other similar articles on the walls, doors or windows in the premises.
  - x. The Tenant shall take reasonable care on the property and especially take adequate precautionary measure to avoid destruction of the property by fire or other perils.
  - xi. Not do or suffer to be done on the Property anything which may be or become a substantial nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.
  - xii. Make periodic inspections of the Property and report to the Landlord any apparent defects in the structure of the buildings on the Property and any signs of white ants, bees, termites or any other destructive insects or any signs of wet or dry rot.
  - xiii. Permit the Landlord or the Landlord's Agents at any arranged time to enter the Property to view the state and condition thereof upon reasonable advanced notice.

- xiv. Execute all repairs for which the Tenant is liable in accordance with any notice reasonably given by the Landlord after inspection of the Property as aforesaid.
- xv. Notify the Secretary of the Housing Allocation Committee through writing of his intended vacation of the premises at least **One (1) Month** prior to the date of such vacation.
- xvi. Permit the Landlord or the Landlord's Agents during the last One (1) month of the tenancy to exhibit, in any other reasonably suitable place, a notice advertising the Property as being let and, during this period, will allow all persons holding an order to view the Property upon reasonable advanced notice.
- xvii. On termination of the tenancy, paint all those parts of the interior of the buildings on the Property as are usually painted with two coats of paint and will grain, varnish and colour all such parts as are usually so dealt with in a proper and workmanlike manner to the reasonable satisfaction of the Landlord or the Landlord's Agents and in the same colour scheme as at the time of taking occupation (leave the premises and the garden as clean as on taking over).
- xviii. Be responsible for all damages incurred as a result of negligence or wilful act of the Tenant, its servants, licences or trustees and will replace with articles of a similar quality all items which shall be lost, broken or damaged during the tenancy.
- xix. Yield up the Property at the end of the tenancy in reasonable and tenantable repair in accordance with the foregoing agreements.
- xx. No application for change of accommodation or appeals on this offer shall be lodged with the Housing Allocation Committee before the expiry of one year from the date of occupation of the current accommodation. Tenants seeking for Change of Accommodation shall apply and be considered among other applicants. Fresh applicants shall however be allocated more weight depending on the circumstances. The Housing Allocation Committee shall however take all relevant factors including availability of accommodation and other circumstances of the application before making a final decision on the application.
- xxi. The Tenancy Agreement shall terminate if the tenant ceases to be a member of staff of the University of Nairobi.
- xxii. No clearance on termination of appointment with the University shall be issued either by the Finance Officer or by the Personnel Section of the Registry until all handing over formalities are satisfactorily completed.
- xxiii. In case of the demise of the tenant and the spouse happen to be also an employee of the University, the spouse shall be given first priority in allocation of the house if the salary permits.

## General Condition

Any Tenant who violates the provisions of this Agreement shall be issued with notice to move out and hand over the premises within sixty (60) days failure to which lead to forceful eviction as provided for in Law.

### The Landlord agrees with the Tenant as follows:

- i. If at any time the building or any part thereof shall be destroyed or damaged by fire, civil commotion or accident not attributable to the negligence of the Tenant, its servants or licensees so as to render the premises or any part thereof wholly or partially unfit for occupation or use, the said rent or jut proportion thereof according to the nature and extent of damage sustained, shall be suspended and cease to be payable until the building shall have been again rendered fit for use PROVIDED the Landlord that the Tenant shall within fourteen(14) days of the occurrence give notice in writing to the Landlord on the occurrence and the action to be taken to mitigate the effects of the occurrence.
- ii. If the Landlord after notice in writing given by the Tenant requiring the same to be done fails or neglects to perform within thirty (30) days after the service of notice the conditions herein before contained to repair or decorate, then and in such a case, it shall be lawful for the Tenant to make such repair or decorate, paint or decorate in the manner required by the said condition and retain the cost of such work out of the rent.
- iii. **THE TENANT** when effecting repair or redecoration as provided by 3(ii) above shall use the material and workmanship of a standard that is reasonable and acceptable taking into consideration current market practice and the value of property under the supervision of the Construction and Maintenance department.

### OR

- iv. **IF THE LANDLORD** fails or neglect to repair in accordance with the notice within two (2) months of the date thereof, then the Tenant may on the expiration of that period determine the Tenancy agreement giving a further one (1) month notice in writing in that behalf and thereupon the Tenancy agreement ipso facto determine.
- v. If at any time, any part of the said rent shall remain unpaid for fourteen (14) days after becoming payable (whether formally demanded or not) or if any of the Tenant conditions hereinafter contained shall not be performed, then it will be lawful for the landlord enter and repossess the premises without prejudice to any right or action or remedy of the landlord in respect to any conditions herein contained or implied. Therefore, the agreement shall be terminated absolutely.
- vi. Notwithstanding anything to the contrary herein contained or compiled either party shall be entitled to terminate this agreement giving the other party three (3) months' notice in writing of his/her intention to do

so and at the expiration of such period of notice, this agreement shall cease and determine but without prejudice to any right of action accrued to either party the current of the agreement.

- vii. However, the tenant shall inform the Landlord or his duly authorized agent of intention to vacate the premises in sufficient time to allow inspection immediately before vacation, whether such vacation may be occasioned by transfer, retirement or whatever other causes. Such notification shall be finalized once the inspection has been completed, checking out form signed and keys thereto handed over to the Landlord.
- viii. Any notice required to be served hereunder shall be in writing and shall be sufficiently served upon either party if forwarded to that party by registered post or left at the party's last known address in Kenya. Notice to the Tenant may be left at the premises. A notice sent by post shall be deemed to have been given seven days after the date of posting thereof.
- ix. The Housing Allocation Committee shall reserve the right to rescind an offer made to a member of staff if such a member of staff has breached any of these regulations or on any other grounds that the Committee may, at its sole discretion, deem to warrant rescission of the offer.
- x. The University reserves the right to change these regulations from time to time.
- xi. If any dispute or difference of any kind whatsoever between the landlord and the tenant arises, the case shall be referred to the Housing Allocation Committee and if the two parties are not satisfied, the dispute shall be resolved by submission to arbitration.

This Agreement contains the whole agreement and understanding between the Parties relating to the transaction provided for in this Agreement and supersedes all previous agreements (if any) whether written or oral between the Parties in respect of such matters. The Agreement is to be signed within the next Fourteen (14) days from the date of the letter of offer.

***This Agreement is governed by the Kenyan Laws and the University Policies.***

**IN WITNESS WHEREOF** the parties hereto have set their hands the day and year first hereinabove written.  
**SIGNED by:**

**NAME** ) **THE DEPUTY VICE CHANCELLOR**  
 ) **HUMAN RESOURCE AND ADMINISTRATION**  
..... ) **FOR AND ON BEHALF OF THE UNIVERSITY OF**  
**(LANDLORD)** ) **NAIROBI.**

in the presence of:

**NAME** )  
 )  
..... )  
**(Witness to the Landlord)** ) **CHIEF LEGAL OFFICER**

**SIGNED by THE TENANT** )  
**NAME** )  
..... )  
 ) **Signature**  
**P/NO.** ..... )  
 )  
**ID./PASSPORT NO**..... )  
 )  
**MOBILE NO.** ..... )

Witnessed by: )  
 )  
**NAME** )  
..... )  
**ADDRESS** ) **Signature**  
..... )  
 )  
**ID No**..... )  
**(Witness to the Tenant)** )