**TENANCY AGREEMENT**

**Specific to Hadad No. 1A**

 Between

**Mr. SULAIMAN SHAHABUDDIN**

And

Mr. YAIR MOSHENBERG



 Revised June 2013

**LEASE AGREEMENT**

**Dated 24th Day of May 2010**

 **LEASE AGREEMENT**

 **THIS LEASE AGREEMENT IS MADE**

**Between**

**Mr. SULAIMAN SHAHABUDDIN** (Landlord) of Post Office Box Number 13800-00800 Nairobi, Kenya, (include its personal representative and assigns)

**And**

**Mr. YAIR MOSHENBERG (Tenant)** of Id Number : 511712 ( Kenyan Alien Id) and Post Office Box Number 84162, Mombasa, Kenya

1. **AGREED BETWEEN THE LANDLORD AND TENANT:**
2. **Renting** Maisonette Flat 1A within Hadad Ltd, Nyali, Mombasa.
3. **Lease period** is **One Year,** Effective from **01st JULY 2013.**
4. **Lease expires** on **30th JUNE 2014.** If the tenant shall at the expiration of the said term be desirous of obtaining a further term of the demised premises he/ she shall signify such desire by notice in writing to the landlord at least two (2) months  before the expiration of the said term and if the tenant shall at all times during the said term have duly performed and observed all covenants agreements condition stipulations restrictions and provisions herein contained or implied and on the tenant’s part to be performed and observed then the land lord will at the request and costs of the tenant grant to the tenant a new lease agreement for a further term twelve (12) months to commence on the expiration of the said term at  an annually increment of 7.5%

 **Rent will include: -**

* Security- Day and night watchman at the gate
* Garbage collection
* 1 parking space

**Rent will not include: -**

* Telephone bill
* Electricity Bill
1. **Deposit 2 months rent** (refundable ) of **220,000 Kshs** (Two hundred and twenty thousand Kshs).
2. **Monthly Rent 1st year**  payable in advance **110,000** **Kshs. (o**ne hundred and ten thousand Kshs**)** for a duration of 1 year
3. **Arrears** If the rent shall at any time during the period of the tenancy become more than seven (7) days in arrears, the landlord or his authorized agents retain the right to determine the tenancy and assume possession of the demised premises immediately and take whatever action they think fit to recover the arrears of rent PROVIDED that in the event the landlord will first give to the tenant seven days notice of the breach of and the proposed redress which if not complied with by the tenant within seven days the landlord may take without further notice to the tenant whatever lawful action he thinks fit to recover the arrears of rent and\or obtain the redress required. Any **bounced cheque** may lead to termination of contract.

1. **Submit names** of adults and children that are going to occupy the house. Where Guest and Visitors are staying for more than 1 week, Please keep Landlord/manager informed.
2. **THE TENANT AGREES AND CONFIRMS TO THE FOLLOWING:-**
3. Either the landlord or tenant can terminate this agreement by giving the other party a **Two calendar months notice** in writing or two month rent equivalent in lieu of notice.
4. The landlord or his authorized agents **retain the right to enter** the premises to carry inspections within the duration of lease and will first obtain permission of the tenant to enter, such permission not to be unreasonably withheld.
5. During the last 2 months of the tenancy, the tenant must permit any prospective tenant to enter and **view the premises** at convenient times agreed.
6. During the **last two (2) months** of the term to permit the landlord to affix upon the said premises a notice for sale or re-letting and to permit persons with authority from the agents at reasonable times to view the said premises by appointment (reasonable times means agreed time between both parties).
7. To **use only electricity or gas** cooker and not to use paraffin or other fire hazard means of cooking in the buildings.
8. Not to make nor permit to be made **alterations or any additions** to the said premises nor to erect any fixtures therein nor drive any nails, screws or bolts in the floors, walls or ceilings thereof without the consent in writing of the landlord first ( which consent shall not be unreasonably withheld)
9. Tenant will take responsibility to insure themselves & their belongings for fire & theft whilst renting the premises.
10. To permit the Landlord, his agents, workmen or servants at all **reasonable times** on notice from the Landlord whether oral or written to enter and execute structural or other **repairs to the buildings** of which the premises form part of.
11. To use premises for only lawful and authorized purpose. Do not conduct a business from home. At the same time, **not to sub-let** the demised premises or any part thereof during the period of the tenancy without the consent in writing of the Landlord.
12. To keep the premises/fittings and fixtures therein **clean and in good condition** and to handover the property/ fittings and fixtures at the expiry or earlier termination of the tenancy in the same condition and repair as on entry, except on normal wear and tear.
13. Tenant to immediately notify the landlord in the event of **incident** involving the premises as well as upon discovery of any **damage** or fault in the premises.
14. To be **responsible for all damages** which is incurred as the result of negligence or wilful act on the part of the tenant and/or occupant to wall, ceilings, floors, windows, and doors and will repair the same at his/her own expense if required to do so by the Landlord or his authorized agents.
15. To be responsible for all normal **running repairs and maintenance** in connection with internal plumbing, fixtures, fittings, heaters, windows, locks, handles and fasteners (as per the inventorytaken) and should ensure that they are in working order before taking occupation of the Premises.
16. **Not to cut/alter any trees or shrubs** without the permission in writing to the landlord or the committee
17. To **repaint and varnish** every one year or earlier all the interior of the demised premises fittings and fixtures with three coats of first quality Crown Eggshell enamel paint and re-sand and varnish the wood cupboards and window sill. Deposit paid can only be refunded if conditions are fulfilled. Invite landlord to discuss the walls that the tenant feels don’t require re-painting.
18. Electricity **(KPLC)** and water bills **(City Council)** will remain in the name of the landlord. At the end of the Tenancy agreement proof of final bills paid must be produced. Deposit paid can only be refunded if this condition is fulfilled.

1. Rent for last 2 month of the tenancy agreement must be paid and cannot be offset against the deposit. Deposit paid will be **refunded immediately** as long as all the Tenancy agreement conditions are fulfilled (especially p & q above).
2. **SPECIFIC RULES AND REGULATIONS SET BY HADAD INVESTMENTS LIMITED**
3. To occupy house with a maximum of **2 adults and 1 child** under 18 years, If you are expecting guests and visitors clearance from the caretaker is necessary.
4. Conform with the rules **laid out by Hadad LTD** being the management company, It has employed the services of a caretaker/manager. This caretaker has clear instruction to keep an eye on the activities and movements in all houses either owner owned or rented.
5. There are 8 maisonettes in this compound; many occupants are living here for the past 35 years. Please give them the importance & respect they deserve.
6. If you are to have a **party** or a **gathering** which will involve inviting outsiders, then clearance from the committee is necessary and if permission is granted, then neighbours should be informed in advance. Loud music is un acceptable.
7. Swimming pool use by outsiders/guests will also require clearance from the manager. Previously we have had an incident with a previous tenant which caused inconviniences and embarrassment to home owners. Swimming pool is used at tenants risk. Any injury or death caused, neither the landlord nor Haded Investment will be held liable.
8. **One Parking space** will be allocated to you; house number is marked on the parking. Only Saloon cars allowed. No trucks can be parked over night in the premises even if you own it.
9. Strictly **no pets** are allowed, even by a visitor. Stray cats should not be fed or encouraged.
10. Rules & Regulations are issued by **Hadad LTD** from time to time through their caretaker/manager, Please follow them.
11. The Haded Investment committee/manager **will have the final say** in the continuation of this lease. In the event the committee is not happy with the tenant in any way, then unconditionally the landlord will have no choice but to give notice for the tenant to vacate.

**In Witness where of the parties here to shake their hands and seals the day and year hereunder mentioned.**

Signed and sealed by:-

**Mr. …………...…………………………** Dated**……………………..**

Landlord

**Mr ……………………………….** Dated**……………………..**

Tenant

**Witness**