

# Tenancy Agreement

Arc. Dr. Chief & Chief Mrs. Conqueror-Christianah Ayeni, herein called **The Landlord** AND

....., herein called **The Tenant**

....., herein called **The 1st Guarantor**

.....,  
herein called **The 2nd Guarantor**

Tenancy Commencement Date:

\_\_\_\_\_

Property Address and Location:

Flat Number .....

**Blade Chattels**

Ibere Area, Surulere LGA

Ogbomoso. Oyo State. Nigeria

Please affix a recent passport  
photograph of the tenant here

Annual Rent Payable by Tenant on the tenancy commencement date (and on the anniversary of such date): N.....

Deposit Payable by Tenant: N..... being 10% of Annual Rent payable by the tenant.

## 1. Tenancy Agreement

1.1 The parties. This Tenancy agreement ('the tenancy') is between

1.2 Arc. Dr. Chief & Chief Mrs. Conqueror-Christianah Ayeni, herein called **The Landlord** AND

....., herein called **The Tenant**

....., The 1st Guarantor

....., The 2nd Guarantor

**And is offered and accepted on the following terms and conditions:**

1.3 **The Property.** The tenancy concerns the following address  
Flat Number ....., Blade Chattels, Ibere Area Ogbomoso. Oyo State.  
Nigeria

'Accommodation' includes the fixtures, fittings, furniture and furnishings specified in the inventory checked and signed by the landlord or their agent and the tenant and attached to this agreement.

1.4 **Period of tenancy:** The tenancy starts on \_\_\_\_\_ (The entry date) including that day. The period of the tenancy is for 12 (twelve) months from the start of this tenancy. Unless the landlord or the tenant has brought the tenancy to an end at, or before, the end of the period, the tenancy will continue on an annual basis until terminated in terms of Section 5 of this agreement.

1.5 **Rent:** The rent is N\_\_\_\_\_ ( \_\_\_\_\_ ) payable in advance on the 1st date of the tenancy and subsequent anniversary thereafter (This excludes rates payable to the Council authorities. See also section 1.10)

1.6 The rent should be paid in the manner indicated in paragraph 1.8.

1.7 The Guarantor agrees to pay, immediately on demand of the same, the rent, if the tenant misses payments in the manner indicated in paragraph 1.8.

1.8 **Method of Payment:** By Bank Transfer in to the Bank Account bearing the names of the Landlords as will be provided to the Tenant annually, any time before or on the anniversary date of the tenancy (if there is any change).

1.9 **Rent Payment Receipt:** The landlord will provide the tenant with a rent payment receipt dated the day of the payment.

1.10 **Rates:** Generally, the tenant is responsible for the payment of rates while the landlord is responsible for informing the Council authority and other authorities the law may require from time to time, of the existence of tenant.

1.11 **Rent increases:** The rents can only be increased by mutual agreement of both the landlord and tenant. The date specified for the increased rent to be applied shall not be earlier than 4 weeks after the landlord has informed the tenant. The tenancy shall be for a fixed term of twelve months and annually thereafter during which rent may be reviewed accordingly.

1.12 **Bills:** The tenant is solely liable for the payment of all charges for the supply of utilities (such as electricity, public water, telephone and internet), in respect of the accommodation during the period of the tenancy. The tenant will take all

reasonable steps to show evidence to the landlord or their agent of the bills paid every 3 (three) months. The tenant must not seek, or allow, disconnection of any utility, or alter the identity of the supplier without the prior written permission of the landlord. The tenant will be liable for the cost of reconnection of any of these services.

**1.13 Deposit:** The tenant is required to pay a refundable deposit of N\_\_\_\_\_ (\_\_\_\_\_), being 10% of rent payable on the first date of tenancy. At the end of the tenancy the landlord will refund the deposit to the tenant, subject to any non-payment of rent or damage caused to the property.

If there is no dispute over the amount of the deposit to be refunded to the tenant, then the deposit must be paid to the tenant within 14 days from the date repayment of the deposit is requested. If the tenant / landlord has a dispute over the amount of the deposit being refunded, the agent will arbitrate or either can take legal action as appropriate.

The tenant will provide acceptable guarantors, and these guarantors are liable to pay for any repairs occasioned when the tenancy is coming to an end.

**1.14 Breach:** If the landlord or tenant is in material breach of any terms or conditions of the tenancy either party is entitled to terminate the tenancy immediately or take appropriate legal action in respect of the material breach.

**1.15 Joint and several liabilities:** The tenant and guarantors who sign this agreement will each be liable jointly and individually for all obligations of the tenancy.

**1.16 Declarations by tenant:** The signature of the tenant on this agreement confirms the following:

- that the tenant has not knowingly or carelessly given false or misleading information to the landlord in connection with obtaining this tenancy;
- that the tenant made a full and true disclosure of all information sought by the landlord in connection with the grant of this tenancy;

**1.17 Service of notices:** Any notices or documents may be sent to the landlord at the address in paragraph 1.1 above. The landlord shall be entitled to deliver such notice or document to the tenant at the address of the property.

**1.18 Permissions:** Wherever in this agreement the permission of the landlord is required, that permission will not be unreasonably withheld or delayed

## **2. USE OF THE PROPERTY**

**2.1 Residential Accommodation:** The tenant as named in this agreement must occupy the property as a residential accommodation only.

**2.2 Assignment:** The tenant is not entitled to assign the tenancy, sub-let any part of the property, take in vendors or other retailers, or otherwise part with possession of any part of the property without the prior written permission of the landlord. The tenant must not operate any business from the property without the prior written permission of the landlord.

**2.3 Duty of Care:** It is the tenant's responsibility to ensure that those doing business with or visiting the tenant take reasonable care not to cause or allow damage to be caused to the property, decoration, fixtures, fittings, furnishings, the common parts and property of neighbours

**2.4 Security:** The tenant and landlord will take all reasonable steps to safeguard the property against burglary. The tenant will inform the landlord in advance if the property is to be left unoccupied for more than 30 days.

**2.5 No illegal or immoral use:** The accommodation must not be used for whatever can ordinarily be termed illegal or immoral purposes (e.g., brothel).

**2.6 Pets:** The tenant must not keep any domestic pets within the property without the prior written consent of the landlord.

**2.7 Common parts tidy:** The tenant must keep the common parts clean and tidy so as not to be a nuisance to other tenants and/or neighbours.

**2.8 Refuse:** The tenant must ensure that household refuse is placed in bin liners, sealed and placed in their own refuse bin, with arrangements in place for refuse collection or refuse disposal; provided that rubbish must not be placed anywhere in the common parts with other tenants and/or neighbours.

**2.9 Religion and Cultural Gathering:** The tenant should avoid the use of this property completely for religious and cultural gatherings of any description.

## **3. RESPECT FOR OTHERS**

**3.1 Anti-social behaviour:** The tenant, those doing business with or visiting the tenant must not harass, or act in an anti-social manner to, any person in the neighbourhood on any ground, including that person's racial or ethnic origin, colour, religion, sex, gender, age, disability or other status.

- 3.1.1 Anti-social means causing, or likely to cause harm, alarm, Harassment, distress, nuisance, excessive noise, or annoyance to any person or causing damage to other people's property.
- 3.1.2 Provided the tenant abides by the conditions stated in this agreement, the landlord shall allow the tenant to have quiet enjoyment of the property without interruption.

## 4. REPAIRS AND MAINTENANCE

### 4.1 Landlord's Responsibilities and Rights

- 4.1.1 **Commencement of tenancy:** The landlord ensures that the property is fit for residential accommodation at onset of the tenancy
- 4.1.2 **Fire Safety:** The landlord ensures that all furniture and furnishings, and outlet for electricity, gas, fire safety, domestic heaters, and other appliances and equipment meet safety standards/regulations
- 4.1.3 **Repairs:** The landlord will carry out repairs or other work agreed between both parties from onset to be necessary and reasonable to make the property fit as a residential accommodation; provided that It is the tenant's sole responsibility to ensure proper maintenance of the landlord's property during the course of the tenancy.
- 4.1.4 **Specific repair obligations:** In keeping with 4.1.3 above, the landlord will keep in repair and in proper working order:
  - The structure and outside of the property.
  - The exterior paintwork of the property.
  - Installations for supply of water and electricity (as appropriate).
  - Installations for sanitation (i.e., kitchen sink and toilets).
- 4.1.5 **Defective fixtures and fittings:** The landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the landlord in the accommodation, which become defective within 30 days of tenancy; provided that the tenant has taken a duty of care as appropriate.
- 4.1.6 The landlord's obligations to repair, maintain and decorate must be construed subject to the following:
  - The landlord is not under any duty to repair or maintain anything which is a tenant responsibility; or to carry out any works for which the tenant is liable by virtue of this agreement or otherwise.
  - The landlord is not under any duty to repair or maintain anything:
    - (i) which was not constructed or provided by the landlord
    - (ii) or anything which was constructed or provided by the tenant; in respect of which consent of the landlord has been given); or which the tenant is entitled to remove from the dwelling.
  - In determining repair or maintenance necessary by the landlord, due consideration will be given to age, character and prospective life of the property and/or the appliance at the time the need arises for the relevant repair or maintenance.
  - The landlord is not under any duty to carry out any repair for which no report has been made to the landlord in writing and repair agreed.

- The landlord's duties to repair, maintain and decorate are subject to the additional limitations provided for in clause 4.2.
- 4.1.7 **Right of entry:** The landlord has the right to enter the property for inspection or to carry out repairs or maintenance to the property or the utilities serving it, at reasonable times during the day on 48 hours' prior notice.
- 4.1.8 **Common parts:** The landlord will, in conjunction with other neighbours, take reasonable steps to keep the common parts in repair and fit for use by the tenant.

## 4.2 Tenant's Responsibilities and Rights

- 4.2.1 **Duty to report:** The tenant must report any damage to property, or the common parts, as soon as reasonably practicable. The tenant must immediately report to the landlord any emergencies affecting the property including interruption to the supply of water and electricity.
- 4.2.2 **Reasonable care and maintenance:** The tenant is responsible for taking reasonable care of the property. This includes carrying out minor routine maintenance, replacing appliances and internal decoration; and keeping the property in a reasonable state of cleanliness and decoration.
- 4.2.3 **Repairs through tenant fault:** The tenant is responsible for repair (including replacement) of damage to the property, or loss of any of the fixtures, fittings and items in the inventory, caused through the fault of the tenant, anyone in the tenant's home or visitors of the tenant. For the avoidance of doubt, the tenant must bear the cost of:
  - clearing blocked drains caused by dirty gully traps, or clearing waste pipes inside individual dwellings where the obstruction is within the tenant's dwelling.
  - repairing and/or replacing the pump for carrying water into the overhead tank for any reason whatsoever, provided that the pump was in a working condition at the onset of the tenancy.
- 4.2.4 **Alterations:** The tenant is not entitled without the prior written permission of the landlord to:
  - alter, improve or enlarge the accommodation;
  - add new fixtures or fittings to the accommodation;
  - install external satellite aerials or dishes;
  - erect any type of sign, flag or advertisement visible from outside the property;
  - erect a shed, garage or other structure at the accommodation;
  - decorate the outside of the accommodation;
  - change any of the locks in the accommodation or add new locks.

## **5. ENDING THE TENANCY**

The tenancy may be ended in any of the following ways:

- when the period of the tenancy as agreed in paragraph 1.4 has expired;  
OR
- after the term of the tenancy as outlined in paragraph 1.4 has expired and the tenancy has continued on an annual basis either party must give three month's prior written notice to terminate the tenancy; OR
- in the case of material breach to the agreement by either party one month's prior written notice must be given to the other party to terminate the tenancy.

**SIGNED BY THE LANDLORD**

Name: Arc. Dr. Chief & Chief Mrs. Conqueror-Christianah Ayeni

Signatures: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Name of Witness/Agent: Architect Ayoariyo Ayeni

Signature: \_\_\_\_\_ Date of Signature \_\_\_\_\_

Address of Witness: \_\_\_\_\_

\_\_\_\_\_

**SIGNED BY THE TENANT**

Name: \_\_\_\_\_

(a) Permanent Home Address \_\_\_\_\_

(b) Postal Address \_\_\_\_\_

(c) E-mail Address \_\_\_\_\_

(d) Phone numbers \_\_\_\_\_ SEX \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ PROFESSION \_\_\_\_\_

EMPLOYER (with Address) \_\_\_\_\_

\_\_\_\_\_

Signatures: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

Name of Witness/Agent: Architect Ayoariyo Ayeni

Signature: \_\_\_\_\_ Date of Signature \_\_\_\_\_

Address of Witness: \_\_\_\_\_

\_\_\_\_\_



**SIGNED BY THE 1ST GUARANTOR**

Name: \_\_\_\_\_

Signatures: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

Name of Witness/Agent: Architect Ayoariyo Ayeni

Signature: \_\_\_\_\_ Date of Signature \_\_\_\_\_

Address of Witness: \_\_\_\_\_

\_\_\_\_\_

**SIGNED BY THE 2ND GUARANTOR**

Name: \_\_\_\_\_

Signatures: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

Name of Witness/Agent: Architect Ayoariyo Ayeni

Signature: \_\_\_\_\_ Date of Signature \_\_\_\_\_

Address of Witness: \_\_\_\_\_

\_\_\_\_\_