KEFRI/F/ADM/020

****

**DATED THE DAY OF..………….**

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**KENYA FORESTRY RESEARCH INSTITUTE**

**-TO-**

**………………………………**

**KEFRI MEMBER OF STAFF**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LEASE OVER HOUSE NUMBER: ………………………..**

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**REPUBLIC OF KENYA**

**THE REGISTERED LAND ACT**

**(CHAPTER 300)**

**TITLE NUMBER:………………………………**

**LEASE**

This Lease made the day of Two Thousand and …………………………. BETWEEN KENYA FORESTRY RESEARCH INSTITUTE of Post Office Box Number 20412 - 00200, Nairobi in the Republic of Kenya AND ……………………, ……………………………. ID NO: a member of staff of the Landlord and entitled to a house/house allowance on terms agreed on as part of his contract (hereinafter called ‘the Tenant’: -

WITNESSETH THAT: -

The Landlord shall lease that entire house known as House Number …….. situated within the Landlord’s premises at …………………………….. (hereinafter referred to as ‘the said house’) on the terms appearing below.

The monthly rent shall be Kenya Shillings …………….. Thousand (Kshs. ……./-) which shall be paid monthly in advance by direct deduction by the Landlord from the Tenant’s monthly salary. In the event of occupation post-employment as provided in clauses 6 and 7 below the rent shall be payable monthly in advance, on or before the 5th day of each month.

The Tenant shall not be required to pay to the Landlord security deposit. However upon determination of the Lease herein and if the Tenant be in arrears of any payments or in default of fulfillment of any of his obligations under this lease, the Landlord shall be at liberty to deduct from the Tenant’s salary or other payments such sum as shall be required to ensure fulfillment of all of the Tenant’s obligations under the lease.

The Tenant shall be responsible for payment of his/her own water and electricity bills.

The Tenant shall together with other Tenants within the same premises organize joint security at their own cost.

Upon retirement of the Tenant, the Landlord shall grant the Tenant a grace period of one year for the Tenant to remain in occupation of the premises on the same terms as shall be current at the time of such retirement.

In the event of the death of the Tenant, the Landlord shall grant the Tenant’s family a grace period not exceeding one year for them to remain in occupation of the premises paying the same rent as hereinabove reserved or any such reviewed rent as shall be current at the time of such demise.

In the event of dismissal of the Tenant from employment the Tenant shall not be entitled to any grace period and shall be required to vacate from the premises forthwith, and in any event not later than 30 days from the date of such dismissal.

All payments hereby reserved shall be made to and in the name of the Landlord.

THE TENANT HEREBY AGREES TO THE FOLLOWING

 a) To pay the rent hereby reserved on the days and in the manner aforesaid.

Not to assign sublet or part with possession of the premises or any part thereof without the previous consent in writing by the Landlord first had and obtained which consent shall not be unreasonably withheld.

To abide by the regulations for occupants set down by the management, and not to do or permit to be done anything which in the opinion of the Landlord may be or become a nuisance or annoyance to or in any way interfere with the quiet user of any adjoining or neighbouring premises.

To keep the premises in a good and tenantable condition and to carry out minor repairs necessary for keeping the premises in good condition, and to inform the landlord promptly in the event of need for repairs arising from structural causes or faults inherent in the said premises.

 Upon expiry of the lease to deliver up the said in a good and tenantable condition, and to replace any locks, switches, etc.

To use the premises solely for the residential Purposes and not to carry or permit to be carried out any non - domestic or commercial activities within the said premises.

Keeping of livestock is only permitted up to a maximum of two cows and poultry keeping up to a maximum of 300 chicks. Which should be well zoned away from the residential house.

There should be no unauthorized extensions/alteration /modifications erected in the staff houses compound by tenants.

**THE LANDLORD HEREBY CONVENANTS WITH THE TENANTAS FOLLOWS: -**

To pay all taxes and outgoings in respect of the premises.

That the Tenant paying the rent hereby reserved and performing and observing the conditions and agreements herein contained or implied on its part to be performed and observed shall peacefully and quietly possess and enjoy the said premises without any interruption from or by the Landlord or any person lawfully claiming from or under them.

**PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS: -**

The landlord may terminate the lease if the tenant fails to abide by any of the conditions set out above.

Either party wishing to terminate the Lease for any reason shall give the other party One (1) Month’s written notice of its intention to terminate.

IN WITNESS WHEREOF the Landlord and the Tenant has set his/her hand hereto on the day and year first before written.

SIGNED For and on Behalf of

The Landlord ) ……………………………

In the presence of ) ……………………………

SIGNED BY the Tenant ) ……………………………

In the presence of ) ……………………………