**HIS**

**TENANCY AGREEMENT**

IS

MADE

BETWEEN:

**…………………………………………………….**

**OF**

**…………………………………………………….**

**ENUGU STATE.**

**(LANDLORD)**

**AND**

**…………………………………………………….**

**OF**

**…………………………………………………….**

**(TENANT)**

**DATED THIS 1ST DAY OF AUGUST 2019**

**THIS TENANCY AGREEMENT is made this 1st Day of AUGUST 2019**

**BETWEEN:**

**…………………………………………………….**

**ENUGU STATE**  (hereinafter called “**the Landlord**” )which expression shall where the context so admits, include her heirs, agents, administrators, executors, the personal representatives and successors-in-title of the one part:

**AND**

**…………………………………………………….**

 (hereinafter called “**the Tenant**”) which expression shall where the context so admits, include his heirs, agents, administrators, executors, the personal representatives and successors –in -title of the other part.

**WHEREAS:**

The Landlord is the owner ofthe property comprising of 2 bedroom Boys Quarter with toilet and bathroom at **…………………………………………………….**

 (herein called “the demised premises”).

1. That the Tenant has approached the Landlord to use the demised property. The Landlord is willing to lease the demised property for a yearly rent.
2. That the yearly rent of the demised premises is Two Hundred and Fifty Thousand Naira (N250, 000. 00) only.

**NOW THEREFORE THIS TENANCY AGREEMENT WITNESSES AS FOLLOWS:**

In consideration of the rent already paid and the covenants and conditions on the part of the Tenant to be performed and observed the Landlord lets unto the Tenant the demised premises for a one year certain, commencing from 1st day of August, 2019 and expires on the 31st day of July 2020 paying therefore the sum of N250, 000 .00 (Two Hundred and Fifty Thousand Naira) yearly.

**THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:**

1. To pay the above reserved rent
2. Not to sublet or part with the possession of the rented premises without the written consent of the Landlord.
3. To pay all present and future township rates levied now or in the future on the rented premises.
4. To pay estate security bills, electricity bills, environmental waste bills and other charges and outgoing payable of the occupier of the rented premises.
5. To maintain the interior of the rented premises in good repair and condition (fair wear and tear exempted).
6. That the tenant may install air conditioning units and other tenant’s utility and remove same at the termination of the tenancy, and on such removal, restoring the rented premises to their state prior to such installation to the satisfaction of the Landlord.
7. At the expiration of the said term, to yield up peacefully the rented premises to the Landlord with all fittings and textures (except Tenant’s textures and additions thereto) in a good and tenantable repair and condition.
8. To vacate the premises at the expiration of the tenancy (unless renewed) and that if for any reason the tenant over stay or hand over the rented premises without the approval of the Landlord, the tenant undertakes to indemnify the Landlord for all cost, expenses, legal fees and mense profit incurred for unlawful use and occupation of the rented premises.
9. Not to use the rented premises for any other purpose other than for educational purposes.
10. To cause to be repaired or replaced, any damages on the premises occasioned by the negligence or other willful act of the tenant or any of his servant or agents.
11. Not to do or permit to be done any alterations in or additions to the rented premises without the previous consent in writing of the Landlord.
12. To allow the Landlord, its agents, and servants to view the rented premises at any reasonable time.

**THE LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:**

That the Tenant upon paying the rent reserved and performing and observing the covenants and stipulations herein contained, shall peaceably hold and enjoy the rented premises during the term hereby created without any interruption by the Landlord or his agent.

**PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED THAT:**

(a)If any agreement\covenant on the part of the tenant herein contained, shall not be performed or observed, then in any of the said cases, it shall be lawful for the Landlord at any time thereafter to re-enter the premises. Thereupon this tenancy shall absolutely determine, but without prejudice to the right of action of the Landlord in respect to any breach of the tenancy agreement on the part of the Tenant herein contained.

(b)That the tenant shall upon expiration of the tenancy vacate the premises and ensure that all damaged fittings and defaced parts of the property are properly renovated and repaired to the satisfaction of the landlord and in tandem with the state in which the properties were before possession.

(c)Any notice respecting this tenancy, including its determination may either be left with any adult inmate of the premises, or pasted conspicuously on the wall of the premises; or posted through any registered postal services to the demised premises.

**IN WITNESS** **WHEREOF** parties have appended their signatures the day and year first above written.

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED LANDLORD**

**…………………..**

**(LANDLORD)**

IN THE PRESENCE OF:

NAME…… ………………………………………

ADDRESS… …………………………………

OCCUPATION…… …………………………..

SIGANTURE…………………………………..

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED TENANT**

…………………………..

**(TENANT)**

IN THE PRESENCE OF:

NAME……………………………………………

ADDRESS……………………………………

OCCUPATION………………………………..

SIGANTURE…………………………………..

PREPARED BY: