**TENANCY AGREEMENT**

**BETWEEN**

**ALHAJI GANIYU SIKIRU ABOLAJI**

**(LANDLORD)**

***AND***

**MR AWAJIOGAK AYAUWU**

**(TENANT)**

**IN RESPECT OF THAT 3 BEDROOM FLAT SITUATE AT PAUL EKANEM STREET ABRAHAM ADESANYA, AJAH, LAGOS**

**Prepared By:**

**OLUWASEGUN ODUNSI ESQ, LLM.**

FOR: KINGY’S ATTORNEYS

LEGAL PRACTITIONERS,

 SUIT 16, AMA-BEC PLAZA

OFF ADDOH ROAD,

LEKKI-AJAH, LAGOS.

07046228252

 *kyattorneys@gmail.com*

info@kingysattorneys.com

[www.](http://www.princejoelandassociates.com)kingysattorneys.com

**THIS TENANCY AGREEMENT** is made this………… day of ……………………2020;

**BETWEEN**

**Alhaji Ganiyu Sikiru Abolaji,** of No 11 Ogunnorin Street, Langbasa, Ajah Lagos State, Nigeria (Hereinafter called the **“LANDLORD”** which expression shall where the context so admits include his Legal and Personal Representatives, assigns and successors-in-title) of the **ONE PART.**

**AND**

**MR Awajiogak Ayauwu,** ofNo 13, Shop B, Eleripo Shopping Complex, Marina Lagos State(hereinafter called the **“TENANT”** which expression shall where the context so admits include his Legal and Personal Representatives, assigns and successors-in-title) of the **OTHER PART.**

**WHEREAS:**

* The Landlord is the owner of the 3 Bedroom Flat Situate at Paul Ekanem Street Abraham Adesanya, Ajah, Lagos which the Landlord has agreed to let and the Tenant has agreed to take same at a fix rent of **N900,000.00** **(NINE HUNDRED THOUSAND NAIRA ONLY)**
* The Landlord and Tenant have agreed to observe the covenants herein contained.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

* **IN PURSUANCE** of the said agreement and in consideration of the rent herein reserved and the covenants on the part of the Landlord and Tenant herein contained, the Landlord hereby let **UNTO** the Tenant **ALL THAT** 3 Bedroom Flat Situate at Paul Ekanem Street Abraham Adesanya, Ajah, Lagos; (herein referred to as **THE PROPERTY**) **TO HOLD** same **UNTO** the Landlord for **A FIX** period/term of **ONE (1) YEAR** **(BEGINNING FROM THE …….., 2020 AND ENDING ON THE ……, 2021)** at a fixed rent of **N900,000.00** **(NINE HUNDRED THOUSAND NAIRA ONLY)** payable in advance at the commencement of this agreement the receipt of which the landlord acknowledges.

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

1. To pay all charges electricity fees, and to ensure that all charges applicable in respect of the said demised premises are promptly paid and produce evidence of payment every 3 months or on the demand of the LandLord or his agents.
2. To pay for security charges and dues were necessary, of which all occupants in the building are expected to pay for the entire security of the building.
3. To cooperate with other co-tenants in keeping the premises in good and tenantable conditions and repair particularly by making arrangement for the cleaning of the building and its premises regularly.
4. To use the premises only for residential purposes.
5. Not to assign, sub-let, charge or part with the possession of the demised premises or any part thereof or carry out any alteration in the apartment without obtaining previous consent from the Landlord.
6. To keep the exterior and interior of the apartment and all out-binding in good and tenantable condition, so as to deliver same up at the expiration of the term of the tenancy in a very good state.
7. To maintain standards of sanitary conditions conformable with the standard obtaining in the neighborhood.
8. Not to make any alteration in the property that will substantially affect the structure of the apartment without seeking the permission and consent of the Landlord in writing
9. To co-operate fully with other tenants and/or occupiers of the building within the compound in the security arrangement and other necessary incidental matters thereto.
10. The Tenant shall be responsible and pay for the cost of any feasible damages to the apartment caused by him or dependents.
11. To keep the let property including the fixtures, fittings and other conveniences constituting the demised property in good and tenant-like, repair and condition (fair wear and tear excepted) throughout the term hereby granted, and to replace any damaged or missing fittings or fixtures caused by him.
12. **To use the demise property for a fixed period of one year starting from …. to ….. 2021 after which the tenancy automatically expires.**
13. After the expiration of the tenancy and the tenant refused/neglect or fail to deliver up possession, the tenant shall pay to the Landlord the sum of N2,000 (**TWO THOUSAND NAIRA)** per day as mesne profit until delivery of the demise property is given up.
14. Either before or after the expiration of this tenancy, the tenant is desirous of renewing the tenancy for further term, the tenant shall give notice to the Landlord or his agents of his intention to renew tenancy for further term 30 days before the expiration date.
15. At the renewal of the tenancy, parties shall draw and execute a new agreement before the commencement of new term. However, where a new tenancy agreement is not drawn before the commencement of a further term, this agreement shall regulate the tenancy pending when a new tenancy agreement is draw. **FOR THE AVOIDANCE OF DOUBT, THIS TENACY CYCLE SHALL COMMENCE ON…. AND END ON……**
16. To peaceably yield up the let property to the Landlord or his Agents at the expiration of the tenancy.

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

1. That the Tenant paying the said rent and performing the covenants on his part hereinbefore contained, shall peaceably hold and enjoy the property during the said term without any interruption by the Landlord or any person claiming from, under or in trust for him.
2. Not to withhold consent reasonable sought by the tenant herein
3. That before the expiration of the tenancy to give **ONE-MONTH NOTICE** to deliver vacant possession. Such notice shall be sufficient for recovery of possession of the demise property. This agreement obviates the requirement of statutory notices.

**IN WITNESS OF WHICH** the parties have executed this Agreement in the manner below, day and year first above written.

**SIGNED, SEALED AND DELIVERED**

**By the within-Named “LANDLORD”**

**Alhaji Ganiyu Sikiru Abolaji \_\_\_\_\_\_\_\_\_**

 SIGNATURE

IN THE PRESENCE OF:

NAME:…………………………………………….

ADDRESS:……………………………………….

OCCUPATION:………………………………….

SIGNATURE:……………………………………

**SIGNED, SEALED AND DELIVERED**

**By the within-named “TENANT”**

**MR Awajiogak Ayauwu …………………………………………………..**

IN THE PRESENCE OF:

NAME:…………………………………………….

ADDRESS:……………………………………….

OCCUPATION:………………………………….

SIGNATURE:……………………………………