

TENANCY AGREEMENT

PREPARED AND EXECUTED IN THE FEDERAL REPUBLIC OF NIGERIA

THIS TENANCY AGREEMENT is made this _____ day of _____,
20____.

BETWEEN

_____ of

(hereinafter referred to as the "**LANDLORD**", which expression shall where the context so admits include his/her heirs, personal representatives, successors-in-title and assigns) of the FIRST PART;

AND

_____ of

(hereinafter referred to as the "**TENANT**", which expression shall where the context so admits include his/her personal representatives, successors and permitted assigns) of the SECOND PART.

WHEREAS:

1. The Landlord is the legal and beneficial owner of the property situated at and known _____ as

_____ (hereinafter referred to as the "**Demised Premises**").

2. The Landlord is desirous of letting and the Tenant is desirous of taking a lease of the Demised Premises for residential purposes on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **GRANT AND TERM:** In consideration of the rent hereinafter reserved and the covenants hereinafter contained, the Landlord hereby lets and the Tenant hereby takes the Demised Premises for a term of _____ () **year(s)** certain, commencing from the _____ day of _____, 20____ and expiring on the _____ day of _____, 20____.
2. **RENT:** The rent for the said term is the sum of ₦_____ (_____ **Naira Only**) per annum, payable in advance. The Landlord hereby acknowledges the receipt of the sum of ₦_____ being rent paid by the Tenant for the period aforementioned.
3. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:**
 1. To pay the rent reserved on the days and in the manner aforesaid.
 2. To pay and discharge all electricity bills (e.g., PHCN / DISCO charges), water rates, waste management levies (e.g., LAWMA), security dues, and other local community levies consumed or allocated to the Demised Premises during the tenancy.
 3. To keep the interior of the Demised Premises, including windows, doors, fixtures, and fittings, in good and tenantable repair and condition (fair wear and tear excepted).
 4. Not to make any structural alterations or additions to the Demised Premises without the prior written consent of the Landlord.
 5. To use the Demised Premises strictly for residential purposes and not for any commercial, illegal, or immoral purposes.
 6. Not to assign, sublet, or part with the possession of the Demised Premises or any part thereof without the prior written consent of the Landlord.
 7. To permit the Landlord and his authorized agents, at all reasonable times in the daytime and upon giving prior notice, to enter the Demised Premises to inspect the state of repair and condition thereof.
 8. To yield up the Demised Premises, along with all fixtures and fittings, to the Landlord at the expiration or sooner determination of the tenancy in good and tenantable repair and condition.

4. THE LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:

1. That the Tenant, paying the rent hereby reserved and observing and performing the covenants and conditions herein contained, shall peaceably hold and enjoy the Demised Premises during the term without any interruption by the Landlord or any person claiming under or in trust for him.
2. To keep the roof, main walls, and external structure of the Demised Premises in good and tenantable repair.
3. To pay all ground rents, tenement rates, land use charges, and other statutory taxes levied on the Demised Premises as the owner thereof.

5. PROVISOS AND MUTUAL AGREEMENTS:

1. **Re-entry:** If the rent reserved or any part thereof shall be in arrears for a period of twenty-one (21) days after becoming due (whether legally demanded or not) or if the Tenant breaches any of the covenants contained herein, it shall be lawful for the Landlord to re-enter upon the Demised Premises and immediately thereupon, the tenancy shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach.
2. **Notice to Quit:** It is hereby agreed that if either party wishes to terminate the tenancy at the expiration of the term, such party shall give to the other a **[state notice period, e.g., 6 (Six) Months / 3 (Three) Months / as mutually agreed]** written Notice to Quit prior to the expiration of the tenancy.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

IN THE PRESENCE OF (WITNESS):

Name: _____

Address: _____

Occupation: _____

SIGNED, SEALED AND DELIVERED

By the within-named **LANDLORD**

Signature / Date

Signature / Date

IN THE PRESENCE OF (WITNESS):

Name: _____

Address: _____

Occupation: _____

SIGNED, SEALED AND DELIVERED

By the within-named **TENANT**

Signature / Date

Signature / Date