

# Kenya Standard Residential Lease Agreement (Model Template)

Residential tenancy agreement template for use in Kenya (informational template, not legal advice).

**How to use:** Replace bracketed fields. Attach the Move-In Inventory List and Property Viewing/Inspection Checklist where relevant. Consider having an advocate review before signing.

## 1. Parties

This Residential Lease Agreement (the "Agreement") is made on [Date] between:

**Landlord:** [Full Name], ID/Passport No. [ ], KRA PIN [ ], Phone [ ], Email [ ], Address [ ].

**Tenant:** [Full Name], ID/Passport No. [ ], KRA PIN [ ], Phone [ ], Email [ ], Address [ ].

If there are multiple tenants, they are jointly and severally liable unless otherwise stated.

## 2. Premises

The Landlord lets to the Tenant the residential premises known as: [Property Address], including: [Unit No., parking, storage] (the "Premises").

## 3. Term

3.1 **Start date:** [ ]. 3.2 **End date:** [ ] (if fixed-term). 3.3 If the tenancy continues after the end date, it becomes a periodic tenancy on the same terms unless varied in writing.

## 4. Rent and Payment

4.1 **Monthly rent:** KES [ ] payable in advance on or before the [ ] day of each month to [Bank/M-Pesa details].

4.2 **Late payment:** If rent is unpaid after [ ] days, a late fee of KES [ ] / [ ]% may apply, subject to applicable law.

4.3 **Receipts:** Landlord to issue receipts or maintain a rent record upon request.

4.4 **Advance rent:** If the Premises are subject to the Rent Restriction Act (Cap. 296), advance rent exceeding two months' standard rent is restricted (see Cap. 296, s. 10).

## 5. Security Deposit

5.1 **Deposit amount:** KES [ ] paid on [Date].

5.2 **Use of deposit:** Deposit may be applied only to unpaid rent, utilities owed by Tenant, or the cost of repairing damage beyond fair wear and tear, supported by itemized evidence.

5.3 **Refund:** Landlord will refund the balance of the deposit within [30] days after the Tenant vacates and returns keys, subject to lawful deductions. If your lease sets a different timeline, use that timeline.

## 6. Utilities and Services

Tenant is responsible for: [electricity / water / internet / garbage / service charge], unless the parties agree otherwise in Schedule A.

## 7. Condition, Inventory and Handover

7.1 Tenant acknowledges the Premises condition at move-in as recorded in the attached **Move-In Inventory List** (Schedule B) and any photos referenced.

7.2 A joint inspection will be conducted at move-in and move-out. Tenant should keep dated photos/videos.

## 8. Repairs and Maintenance

8.1 Landlord shall maintain the Premises in good structural repair and suitable for human habitation, subject to applicable law (e.g., Cap. 296, s. 26 for premises under that Act).

8.2 Tenant shall keep the Premises clean and in the same state as at commencement (fair wear and tear excepted), and promptly report defects.

8.3 Tenant shall not make structural alterations without written consent.

## 9. Use of Premises

9.1 Residential use only. No illegal activity. No business use without written consent where required.

9.2 Occupants: [Names]. Guests exceeding [ ] nights/month require Landlord consent.

9.3 Pets: [Allowed/Not allowed]/[Conditions].

## 10. Entry and Access

Landlord may enter the Premises with reasonable notice (normally at least 24 hours) for inspection, repairs, or viewings, except in emergencies.

## 11. Subletting and Assignment

Tenant shall not sublet, assign, or part with possession without Landlord's written consent. For premises under Cap. 296, consent rules may apply (see Cap. 296, s. 27).

## 12. Rent Review / Increase

12.1 Any rent review must follow this Agreement and applicable law. Rent increases are not due until the Tenant has received written notice in accordance with applicable law.

12.2 If the Premises are subject to the Rent Restriction Act (Cap. 296), rent increases must comply with Cap. 296 (see, e.g., s. 11 on permitted increases; s. 13(2) on written notice).

## 13. Default

If the Tenant breaches this Agreement, the Landlord may issue a written breach notice specifying the breach and time to remedy (if remediable).

## 14. Termination and Notice

14.1 **Fixed term:** This Agreement ends on the End date unless renewed or extended in writing.

14.2 **Periodic tenancy:** Either party may terminate by giving written notice of [one month / two months] ending at the end of a tenancy month, unless this Agreement requires a different notice period.

14.3 If the tenancy is a **controlled tenancy** under the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act (Cap. 301), termination/alteration requires a tenancy notice that takes effect not less than two months after receipt (Cap. 301, s. 4(4)).

14.4 Handover checklist: settle utilities, schedule inspection, return keys, provide forwarding address, and agree deposit deductions/refund.

## 15. Dispute Resolution

Parties will attempt to resolve disputes amicably within 7 days. If unresolved, parties may pursue mediation, the relevant Tribunal (where applicable), the Small Claims Court (contract claims within its jurisdiction), or a competent court.

## 16. Notices

Notices must be in writing and delivered by hand, email, or registered post to the addresses above (or updated addresses notified in writing).

## 17. Entire Agreement and Governing Law

This Agreement and its schedules form the entire agreement and are governed by the laws of Kenya.

## Schedules

**Schedule A:** Utilities and payments (fill in).

Utility/Service	Paid by (Landlord/Tenant)	Account No./Notes
Electricity	[ ]	[ ]
Water	[ ]	[ ]
Internet	[ ]	[ ]
Service charge / Garbage	[ ]	[ ]
Other	[ ]	[ ]

## Schedule B: Move-In Inventory List (attach)

Attach the completed Move-In Inventory List and photo log.

## Signatures

By signing, the parties agree to the terms of this Agreement.

### Landlord signature

Signature: \_\_\_\_\_

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

ID/Passport No.: \_\_\_\_\_

Date: \_\_\_\_\_

### Tenant signature

Signature: \_\_\_\_\_

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

ID/Passport No.: \_\_\_\_\_

Date: \_\_\_\_\_

### Witness (recommended)

#### Witness signature

Signature: \_\_\_\_\_

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

ID/Passport No.: \_\_\_\_\_

Date: \_\_\_\_\_