

Complete Renter's Rights Handbook (Kenya, 2026 Edition)

A practical guide to renting in Kenya - laws, notices, disputes, deposits, and safety.

Disclaimer: This handbook is general information, not legal advice. Laws and procedures can change. For urgent or complex issues, consult a qualified advocate or the relevant tribunal/court.

Quick-start checklist (do this every time)

- View the exact unit, verify the landlord/agent, then pay only against paperwork and receipts.
- Use a written lease. If anything important is agreed verbally, confirm it in writing (email/WhatsApp).
- Do a move-in inventory with photos/videos and keep proof of payments.
- Report repair issues in writing and keep a timeline.
- When leaving: give written notice, document condition, and get a written handover.

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1. Tenancy basics and key terms

A tenancy is a legal relationship where a landlord grants a tenant the right to occupy premises in exchange for rent. In Kenya, tenancy terms are mainly governed by contract (your lease) plus any applicable statutes.

Key terms

- **Landlord:** the person entitled to rent and control of the premises.
- **Tenant:** the person entitled to occupy the premises.
- **Premises:** the unit/house being rented (and any included parking/storage).
- **Fixed-term:** tenancy with an end date (e.g., 12 months).
- **Periodic:** rolling tenancy (often month-to-month).
- **Notice:** written communication ending or changing a tenancy.
- **Fair wear and tear:** normal deterioration from ordinary use.

Practical rule: If the lease is silent, minimum notice periods and statutory protections may still apply in certain regimes (e.g., Cap. 296 for covered premises; Cap. 301 for controlled business tenancies).

2. Essential documents and evidence

Disputes are usually won by the party with the best evidence. Build an evidence pack from day one.

Your evidence pack

- Signed lease (or written agreement) and any addenda.
- Proof of rent and deposit payments (bank transfer/M-Pesa statements) and receipts.
- Move-in inventory list and a photo/video log (date-stamped).
- Repair requests and landlord responses (keep screenshots).
- Inspection reports and a written handover/keys receipt.
- Utility statements and final bills.

Tip: Use consistent file names like 2026-01-09_MoveIn_Photos_P01-P20.zip and store a backup.

3. Model lease clause checklist (what to include and why)

A good lease prevents arguments later. Below is a clause checklist with the problem each clause solves.

Clause	Why it matters
Parties and IDs	Prevents disputes about who is responsible for rent and damages.
Exact premises description (unit no., address)	Stops bait-and-switch units and confusion over what is included.
Term (fixed/periodic) and renewal	Clarifies when the tenancy ends and how it continues.
Rent amount, due date, payment method	Avoids payment disputes; supports proof and receipts.
Security deposit amount and refund process	Sets expectations for deductions, evidence, and timelines.
Utilities and service charge allocation	Prevents surprise bills.
Move-in inventory and inspection process	Creates baseline condition evidence; protects both sides.
Repairs and maintenance responsibilities	Defines who fixes what and response times.
Access/entry rules	Prevents harassment and protects privacy.
Subletting and occupants	Controls who lives in the unit and liability.
Rules (noise, pets, parking, common areas)	Reduces neighbor/building conflicts.
Default and breach notice	Creates a clear remedy process.
Termination and notice periods	Avoids invalid notices and rushed move-outs.
Dispute resolution and forum	Defines how to escalate (mediation/tribunal/court).
Notices and service addresses	Ensures notices are valid and provable.

If you use the HouseForRentKenya Standard Lease template, these clauses are already included as placeholders.

4. Rent increases and rent control

Rent increases are mainly a contract issue unless a statute applies. Always demand written notice and the legal/contract basis.

4.1 If the premises are covered by the Rent Restriction Act (Cap. 296)

- A landlord may increase rent by written notice to the tenant, with a copy delivered to the tribunal, and only in specified circumstances (Cap. 296, s. 11).
- An increase is not due or recoverable until the landlord has served a valid written notice of intention to increase the rent (Cap. 296, s. 13(2)).
- If costs previously borne by the landlord are transferred to the tenant, this may be treated as an alteration/increase of rent (Cap. 296, s. 11(3)).

4.2 If the premises are not under Cap. 296

- Follow your lease. Many leases require 30 days or 60 days written notice for rent review.
- Ask for the reason, the effective date, and whether the increase applies from the next tenancy month.
- If the increase is sudden or retaliatory, negotiate or seek advice; keep everything in writing.

4.3 Challenging an increase

- Request the landlord's written notice and the clause/section relied on.
- If Cap. 296 applies, ask whether a copy was delivered to the tribunal (s. 11).
- Respond in writing (use the Rent Increase Dispute Letter template).

5. Repairs, maintenance, and habitability

Repairs are one of the most common sources of conflict. Your lease should clearly split responsibility, but Cap. 296 provides default obligations for covered premises.

5.1 Default obligations under Cap. 296 (where applicable)

- Landlord obligation: maintain and keep premises in good structural repair and suitable for human habitation (Cap. 296, s. 26).
- Tenant obligation (except tenement house): maintain premises in same state as at commencement, fair wear and tear excepted (Cap. 296, s. 26).

5.2 A practical repair request workflow

- Report issues in writing with photos/videos and the date you noticed the problem.
- Propose reasonable access times for inspection/repair.
- Follow up if no response. Keep a timeline of attempts.
- For urgent safety issues (electrical faults, major leaks), prioritize safety and seek emergency assistance if needed.

5.3 Avoiding disputes

- Do not DIY structural or electrical changes without written consent.
- Keep receipts for minor tenant-responsible fixes if the lease allows reimbursement.

6. Ending a tenancy (notices, inspections, handover)

The cleanest move-out is one with a clear notice, proof of delivery, and documented condition.

6.1 Notice periods

- Check your lease first - it may require one or two months (or more).
- For controlled tenancies under Cap. 301, a tenancy notice generally takes effect not less than two months after receipt (Cap. 301, s. 4(4)).
- Under Cap. 296, where notice to quit is required and no other period is specified, at least one month's notice ending at end of a tenancy month applies (Cap. 296, s. 15).
- Under Cap. 296, if no notice is required by the original contract, a tenant may give not less than one month's notice (Cap. 296, s. 24(1)).

6.2 Inspections

- Do a pre-inspection 7-14 days before move-out if possible.
- Use the Move-Out Cleaning Checklist and take date-stamped photos/videos.
- On move-out day, do a final inspection and get a written handover acknowledgment.

6.3 Keys and utilities

- Return all keys/remotes/cards and get a receipt.
- Record meter readings and settle final bills where required.

7. Deposits (refunds, deductions, and recovery)

There is no single universal statute setting a deposit refund deadline for all residential tenancies; your lease and general contract principles apply in many cases. Always demand itemized evidence for deductions.

7.1 Deductions: fair vs unfair

Type	Usually reasonable	Usually unreasonable
Cleaning	Missing basic cleaning; grease, stains, rubbish	Normal dust or minor marks from ordinary use
Damage	Broken fixtures, cracked tiles beyond wear	Wear and tear; old paint fading
Utilities	Unpaid bills that tenant agreed to pay	Bills landlord agreed to pay or cannot evidence
Rent	Unpaid rent proven by ledger/receipts	Charging extra 'penalties' not in lease

7.2 Escalation ladder

- Step 1: Ask for the itemized deductions and evidence (quotes/receipts).
- Step 2: Send a formal demand letter with a reasonable deadline (often 14-30 days, or your lease timeline).
- Step 3: If the amount is within jurisdiction and the dispute is contractual, consider the Small Claims Court.

Small Claims Court overview: the Judiciary describes it as a subordinate court established under the Small Claims Court Act, with a statutory lead time of 60 days for cases (Judiciary SCC page; and Small Claims Court Act, s. 34(1)).

8. Dispute resolution (tribunals, Small Claims Court, and courts)

Forum choice matters. Wrong forum can waste months.

8.1 Tribunals (where applicable)

- Rent Restriction Tribunal: disputes for premises covered by Cap. 296.
- Business Premises Rent Tribunal: disputes for controlled tenancies under Cap. 301.

8.2 Small Claims Court (SCC) - a practical route for deposit disputes

Key statutory points (Small Claims Court Act):

- A claim starts by filing a statement of claim in the prescribed form; it may also be presented orally to an officer who reduces it into writing (Small Claims Court Act, s. 22).
- The statement of claim should contain names/addresses, nature of claim, amount claimed, relief sought, and sufficient particulars (Small Claims Court Act, s. 23).
- Proceedings are intended to be concluded within 60 days from filing, as practicable (Small Claims Court Act, s. 34(1)).
- The Judiciary notes the SCC pecuniary jurisdiction is KES 1,000,000 (Judiciary SCC page).

8.3 Practical filing checklist (SCC)

- Your lease/agreement and proof of deposit payment.
- Move-in inventory and move-out inspection evidence (photos/videos).
- Demand letter and proof of delivery.
- Your calculation of the amount claimed and why deductions (if any) are unreasonable.
- Respondent details (landlord/agency name, address, phone, email) for service.

9. Evictions and unlawful lockouts (practical steps)

Eviction procedures are fact-specific and depend on tenancy type. As a practical matter: avoid being 'self-evicted' by threats or utility disconnections without documenting and seeking help.

- If you face a lockout threat, save messages, record dates/times, and notify someone you trust.
- If utilities are cut to force you out, document immediately. For premises under Cap. 296, depriving a tenant of services can be an offence without tribunal consent (see Cap. 296, s. 23).
- Seek urgent legal advice if you are at immediate risk, especially if children or vulnerable persons are involved.

10. Safety and scam prevention

Scams work by urgency and confusion. Slow down and verify.

- Verify landlord/agent identity and authority before paying.
- Reverse image search listing photos to detect recycled listings.
- Avoid cash; use traceable payments and insist on receipts.
- View the exact unit and meet the caretaker/management where possible.
- If anything feels off, walk away. No deal is worth your safety.

11. Frequently Asked Questions (FAQ)

Q: Can a landlord raise rent without any written notice?

A: Demand written notice and the lease basis. If Cap. 296 applies, an increase is not due until valid written notice is served (s. 13(2)).

Q: Is there a fixed legal deadline to refund a deposit?

A: There is no single universal deadline for all residential tenancies. Use your lease timeline and demand itemized deductions and evidence.

Q: What counts as fair wear and tear?

A: Normal deterioration from ordinary use (e.g., minor scuffs) - not breakage, neglect, or deliberate damage.

Q: Can a landlord keep the whole deposit for cleaning?

A: Only if cleaning was necessary beyond normal standards and costs are evidenced; request itemized deductions.

Q: What is a controlled tenancy under Cap. 301?

A: A tenancy of a shop/hotel/catering establishment that meets the statutory definition (see Cap. 301, s. 2).

Q: Do I need to give two months notice to move out?

A: Follow your lease. Two months is required for tenancy notices in controlled tenancies under Cap. 301, but many residential leases set one or two months by contract.

Q: What evidence is strongest in deposit disputes?

A: Lease, payment proof, move-in and move-out photos/videos, inspection notes, and written communications.

Q: Can I file a deposit claim in Small Claims Court?

A: If the claim is contractual and within the court's jurisdictional limit, SCC is often a practical option; check the SCC jurisdiction and procedures.

Q: Should I pay a 'viewing fee'?

A: Avoid. Legitimate agents typically do not require a viewing fee; treat it as a red flag.

Q: What if the landlord refuses to sign an inventory list?

A: Complete it yourself, send it by email, and keep time-stamped photos/videos.

Q: Can a landlord enter anytime?

A: Your lease should require reasonable notice except emergencies. If harassment occurs, document and seek advice.

Q: What if I lose keys?

A: Notify the landlord immediately and follow the lease for replacement costs; get receipts.

Q: What is the safest way to pay deposit?

A: Traceable payment to the landlord/agency name, with a receipt stating it is a deposit for the specific unit.

Q: How do I prove I served a notice?

A: Email with delivery timestamp, signed acknowledgement on a copy, or registered post receipt.

Q: Can the landlord disconnect water/electricity for arrears?

A: Do not accept self-help measures. Document and seek advice; Cap. 296 restricts deprivation of services for covered premises.

Q: What should be in a rent receipt?

A: Date, amount, purpose (rent/deposit), unit address, payer/payee names, and signature/stamp where available.

Q: What if rent is increased because 'service charge went up'?

A: Ask for evidence of the service charge increase and whether your lease allows pass-through.

Q: How do I avoid 'bait and switch' listings?

A: Insist on viewing the exact unit and matching the photos; confirm unit number on the lease.

Appendix A: Quick templates (snippets)

These are short snippets. Use the full downloadable templates on houseforrentkenya.com for complete versions.

A1. Deposit refund demand (snippet)

I/We request refund of the security deposit of KES [] paid on [], less any lawful deductions supported by itemized evidence. Please remit the balance by [date]. If not received, I/We will consider filing a claim in the Small Claims Court.

A2. Rent increase objection (snippet)

Please provide the written notice and the clause/statutory basis for the proposed rent increase, the effective date, and supporting justification. Pending receipt and review of valid notice, I/We do not accept the increase.

A3. Termination notice (snippet)

I/We hereby give notice to terminate the tenancy of [address]. Our intended move-out date is [date]. Please confirm inspection and handover arrangements in writing.

Appendix B: Key statutes and official links

Rent Restriction Act (Cap. 296) - Kenya Law PDF:

<https://kenyalaw.org/kl/fileadmin/pdfdownloads/Rent%20Restriction%20Act%20%28Cap.%20296%29.pdf>

Landlord and Tenant (Shops, Hotels and Catering Establishments) Act (Cap. 301) - Kenya Law:

<https://new.kenyalaw.org/akn/ke/act/1965/13/eng@2022-12-31>

Small Claims Court Act, 2016 - Kenya Law:

<https://new.kenyalaw.org/akn/ke/act/2016/2/eng@2022-12-31>

Judiciary Small Claims Court overview:

<https://judiciary.go.ke/small-claims-court/>

Cost-of-living reference (crowdsourced):

<https://www.numbeo.com/cost-of-living/in/Nairobi>

End of handbook.