

TENANCY AGREEMENT

This agreement is made this day

between

Hermitage Capital Investment Limited

(hereinafter referred to as your Landlord)

and

(Student at the University of Ibadan hereinafter called tenant)

Property:

ADEBAYO AKANDE HALL

AJIBODE CAMPUS

UNIVERSITY OF IBADAN

IBADAN, OYO STATE

1. ADVANCE RENT, RENT AND OTHER PAYMENTS

A. The Tenant agrees:

- i. To pay the Landlord for the duration of the Tenancy Period the Rent notwithstanding the fact that the Tenant may cease to occupy the premises during such period for whatever reason.
- ii. To make payment of the Rent in advance by the required date
- iii. To make payment of a holding deposit as required or dictated by the Landlord.
- iv. That if payment of the Rent will be made by credit or debit card or any other method of payment advised by Landlord on or before the rent days in accordance with the Landlord's stated booking and payment procedures. A fee (currently 1.5%) is charged on payments made by credit cards.

B. The Advance Rent has been taken for the following purposes.

- i. As part payment of the Rent under this agreement.
- ii. To have the premises made unavailable for letting to any other person, in anticipation of the Tenant entering into an Agreement for the letting of the premises.

C. If the Tenant advises the Landlord in writing that the Tenant no longer wishes to let the Premises then:

- i. If the tenant so advises the Landlord in writing within 7 days of booking the premises, then the Landlord shall repay all monies paid by the Tenant to the Landlord in respect of rent less a 5% admin charge.
- ii. If the tenant so advises the Landlord in writing after the expiry of 7 days after booking, the Landlord shall be entitled to retain the full amount of the Advance Rent in consideration of the cancellation and administration costs incurred by the Landlord.

2 TERMINATION

The Landlord may (by written notice to the Tenant) terminate this Tenancy Agreement Immediately if:

- i. the Tenant shall fail to pay the Rent in accordance with the terms of this Tenancy Agreement: or
- ii. the Tenant's status as a registered student of the relevant University/college shall terminate or be suspended for any reason whatsoever; or
- iii. the Tenant is in breach of any of the obligations contained in this Tenancy Agreement whereupon the Tenant shall vacate the premises forthwith but shall remain liable for the Rent for the whole Tenancy Period; or
- iv. the Tenant commits any offence or behaves in a manner which causes a nuisance to other persons or endangers the premises, the Cluster Common Parts or the Building itself; or
- v. Indulges in drunkenness or the misuse of drugs;
- vi. Uses the Premises or the Cluster Common Parts for any unlawful purpose;
- vii. Uses abusive, violent or any threatening behavior
- viii. Uses any form of electronic or paper media to post, note, transmit, publish or send anything which could reasonably be considered to be abusive or threatening to another resident or the Landlord or a representative of the Landlord

AND the effect of such termination will be to end the Tenancy Period but will not release the Tenant from any outstanding obligation and the Tenant will still be liable for the whole Rent for the full Tenancy Period and any other payments due.

3 LANDLORD'S OBLIGATIONS

Throughout the Tenancy Period the Landlord will:

- i. Give the Tenant exclusive uninterrupted occupation of the Premises and the right (shared with others) to use the Cluster Common Parts during the Tenancy Period for as long as the Tenant complies with the Tenant's obligations under this Tenancy Agreement.
- ii. Use all reasonable efforts to arrange for any damage to be remedied as soon as practicable, provided that there is a reasonable prospect that such damage can be remedied within the current academic year;

- iii. Refund to the Tenant any Rent paid for any period in which the premises is totally uninhabitable or inaccessible as a result of any damage not caused by or resulting from the Tenant save where loss of rent is not recoverable under the Landlord's insurance policy by reason of the Tenant's action.
- iv. Use all reasonable endeavors to arrange for the Building Common Parts to be cleaned and adequately lit.

4 TENANT'S OBLIGATION

Throughout the Tenancy Period the Tenant agrees;

- i. To pay the Rent on the agreed dates. In the event that the Landlord has agreed for the Tenant to pay by installments and a payment is not made on the due date then the Landlord has the right to demand all monies due for the remaining duration of the lease and the ability to make payments by installment will be withdrawn.
- ii. To allow the Landlord access to the Premises and Cluster Common Parts at any time for the purposes of inspection and the carrying out of repairs maintenance and cleaning of the Building.
- iii. Not to use the premises otherwise than as a private living accommodation
- iv. Not to make any additions or alterations to the premises nor to make any alteration to the decoration of the premises
- v. Not to keep any animals including birds, fish, reptiles, insects or mammals upon the premises
- vi. Not to have at the building, use or permit to be used any electrical appliance, gas, candle, except those provided by the Landlord at the premises and to observe fire and safety precautions at all times.
- vii. Not to misuse any fire alarm or fire safety appliance at the building or tamper with or obstruct any smoke or heat detectors.
- viii. Not to do or permit to be done on the premises anything or act whereby the insurance policy of the building may become void or voidable or whereby the premium thereon may be increased.
- ix. To attend a site safety meeting at the beginning of the residence period if arranged by the Landlord and local Fire Brigade as required.
- x. Not to set off a fire alarm without due cause (even if accidentally) and the Tenant further agrees that if the Tenant or Tenant's guest does set off a fire

alarm without due cause, resulting in attendance of the emergency fire services or the evacuation of the building(s), the Tenant shall pay on written demand a reasonable sum as required by the relevant emergency service to cover any resulting costs incurred by the Landlord.

- xi. Not to use or suffer the premises to be used for any illegal purposes.
- xii. Not to smoke in any part of the building at any time.
- xiii. To report the loss of any keys to the premises or the building immediately to the site manager of the building and on termination of this Tenancy Agreement to immediately return all such keys to him PROVIDED THAT in any case it is agreed that leaving any keys to the premises with the security/management personnel at the building will not in any circumstances be deemed as acceptance of termination of this agreement by the Landlord.
- xiv. To observe and be bound by the disciplinary code and rules and regulations relating to student occupancy of residential property as published by the Landlord or his representative.
- xv. Should the Tenant wish to leave the premises for any reason prior to the end of the tenancy agreement, the Tenant shall still remain liable for the rent for the premises for the whole Tenancy period. In the event that the tenant finds a suitable replacement tenant, which replacement tenant will be subject to the Landlord's approval, then the Tenant will be responsible for the rent on the premises until the suitable replacement has agreed and signed a new tenancy agreement to take over the tenancy of the premises named on the first page of this agreement.

5 STUDENT STATUS

It is a term of this Tenancy Agreement that the Tenant is at all material times during the Tenancy Period a student in full or part time education or involved with the university in an academic capacity or another. Tenant shall supply evidence of this to the Landlord at the same time as paying the Advance Rent and on request during the Tenancy Period. Any change occurring to the status of the tenant which results in the Tenant no longer being a student in full-time education will require the Tenant to surrender this Agreement but the Tenant will still remain liable for the Rent for the full Tenancy Period.

6 AT THE END OF THE TENANCY

At the end of the Tenancy, the Tenant agrees:

- i. Not to leave any refuse or belongings for disposal within the building.
- ii. To pay the Landlord for the rectification, repair or replacement of any fixtures, fittings and finishing's damaged by the Tenant, including the repainting of walls marked by the attachment of pictures, posters and the like and any damage, soiling or contamination.
- iii. To return to the Landlord all keys/fobs

The holding deposit paid by the tenant will be used to reimburse any item not returned at the end of this agreement or damage not repaired by the tenant or additional cleaning incurred by the hostel that ought to have been carried out by the tenant.