

# MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES



## STUDENTS TENANCY AGREEMENT

### PRELIMINARY:

This AGREEMENT is made this.....day of..... (Month)..... (Year)

Between the **Deputy Vice Chancellor-Planning, Finance and Administration (DVC-PFA)** acting for and on behalf of the Muhimbili University of Health and Allied Sciences (MUHAS) (hereinafter called the 'Lessor' of the one part and (name) ..... a student with Reg. No ..... (hereinafter called the 'Lessee') of the other part.

### WHEREAS

In this Deed unless the context otherwise requires:

- (a) **'Lessor'** means and includes any person for time being of the DVC-PFA at the Muhimbili University of Health and Allied Sciences and includes any person appointed by the DVC-PFA to act in that behalf.
- (b) **'Lessee'** means any student duly admitted to the Muhimbili University of Health and Allied Sciences and who has entered into a valid agreement with the lesser for the purposes of this lease.
- (c) **'Student'** means any person enrolled at Muhimbili University of Health and Allied Sciences as a candidate for a degree or other awards of the University who has subscribed to this agreement.
- (d) **'Student residence'** means and includes all halls and hostels of residence, any dwelling house or building designed or modified as halls of residence or Hostel for purposes of student residence. The term **"University Accommodation"** and **"Student Residence"** may be used exchangeably.
- (e) **'Residence regulation'** means and includes provisions of the University Students By-Laws relating to students residence, all students regulations stipulated in the Students Tenancy Agreement and any other regulations promulgated for the purposes of governing students residence in the University halls/hostel and property contained therein or attached thereto.

### NOW THEREFORE THESE PRESENTS WITNESSETH AS FOLLOWS

1. The University hereby agrees to let to the student a room at the Hall of residence; Name the block.....Room No. .... in the Hostel situated in.....district in Dar es Salaam region, for the academic year.....at the rate of TZS/USD.....per Semester.
2. That the Lessee agrees to pay TZS. 20,000/= refundable caution fees applicable during the

academic program with understanding that each mismanagement and misuse of the University properties will lead to deduction from the caution money. If the cost of loss or damage to the room exceeds the deposit paid, the Lessor will pursue the Tenant for all additional sums due.

3. The Lessee hereby agrees to occupy the allocated accommodation and covenant with the lesser as hereunder:
  - a) To pay rent for the whole semester once and promptly at the beginning of each semester.
  - b) To keep the room, including furniture, paintwork, fixtures and fittings, in good conditions.
  - c) To leave the rooms clean at the end of each Semester.
  - d) To use communal parts of residence properly.
  - e) To allow the University workforce access to the room any time so that repair and other activities can be carried out.
  - f) To pay to the University the cost of repair of any part(s) of the building that has been damaged by him/her or while under his/her care.
  - g) Not to live with an unauthorized person in the room (subletting).
  - h) Not to exchange the rooms allocated.
  - i) Not to make any commercial business in the Halls of residence.
  - j) Not to extend staying in the room beyond the stated number of days whose payment was made.
  - k) Not to do anything which may be or become or cause a nuisance, annoyance, inconvenience or disturbance or cause loss to other residents in the same or other blocks or other halls of residence or to residents of other University buildings in nearby areas.
  - l) Not to keep pets in the room or halls/hostels.
  - m) Not to install an outside TV antenna. All additional fixtures shall strictly be made by the University Management's approval.
  - n) Not commit any criminal offence in the halls of residence.
  - o) No student shall be allowed to entertain visitors of either sex in his room beyond 6:00 pm for outside visitors and 12:00 midnight for MUHAS students.
  - p) Not to bring in the hall/hostel of residence refrigerators, freezers or cooking appliance.
  - q) No student shall be allowed to possess any kind of firearms such as matches, pistol or explosive materials in the university halls of residence.
  - r) Not to cook in the rooms of residence.
  - s) Not to allow children and toddlers to sleep/spend the night in the room.
  - t) Not to allow more than 6 people to be present in the room at any one time.
  - u) No smoking is allowed in the halls of residence.
  - v) Day visitors in the halls of residence for whatever reasons such as plating hairs, washing clothes or cleaning the rooms are strictly prohibited unless for genuine reasons a written permission is given by the SSB office and the Auxiliary Police is notified.
4. In case of breach of 3 (c), (e), (k), (m) and (u) the lessee shall pay a fine of TZS. 15,000/= for each occurrence once and eventually the second time be evicted out of halls//hostels. For 3 (r) the lessee shall be evicted from the hall of residence and the case shall be reported to the Auxiliary Policy for further actions. For 3 (w) a lessee shall pay a fine of TZS. 50,000/= for the first occurrence and eviction for the second occurrence.
5. Forefront rental payment shall be made in the beginning of each academic year. For the second semester, the payment shall be made within fourteen (14) days after the expiry date of the previous payment; failure of which the lessee shall be evicted from the room.
6. The lessee hereby agrees to pay the following fines:
  - a) TZS. 50,000/= once he/she is caught subletting in his /her room and be evicted instantly.
  - b) TZS. 30,000/= each student once he/she is caught exchanging the rooms and be evicted instantly.

- c) TZS. 50, 000/= once caught interfering with building structures and installations.
  - d) TZS. 50,000/= once he/she is caught in the room with any cooking appliances, freezers, refrigerators; the appliance shall be confiscated and the lessee be evicted instantly.
  - e) TZS. 30, 000 once she/he is caught doing a business of any kind in the room and be evicted instantly.
  - f) To pay twice the amount of rent charged per day during long vacation times the number of days exceeding in that particular academic year.
  - g) To incur all costs for replacing a new lock if a key is lost.
7. When a lessee is to stay away from his/her room for a couple of days; the lessee shall bring to the Warden a name of a student who will be the room caretaker during his/her absence.
  8. That the lessee shall observe and comply with all rules and regulations governing Students residence and accommodation as specified in the students By-Laws, all those covenants specified herein and other rules and regulations as may be promulgated by the SSB from time to time for purpose of students' residence.
  9. The University reserves the right to relocate Tenants into different rooms and sometimes with any tenant in order to strengthen positive interaction and relationship as well as for good housing Management purposes.
  10. The lessee possession of illegal substance in the room is a criminal offense and shall be viewed by the University as serious disciplinary offence and will be reported to the police at the lessor's discretion, the possession or use of a firearm or any other offensive weapon on the University Campus is strictly prohibited; Tenants in breach of these conditions will have their tenancy terminated.
  11. The tenant will be responsible for the behavior of any guests or visitors whilst such guests or visitors are in the room or associated common rooms/areas and Facilities and will be liable for the costs of making good any losses breakages or damage in the room and associated common parts and facilities occasioned by such guests visitors.
  12. A copy of inventory form will be filled and signed by the tenant at the commencement of this agreement. Tenant shall be required to confirm by ticking the available inventories in his/her room. The Inventory form will be returned by the tenant to the SSB office within 2 days after receiving his/her keys. The inventories will also be verified at the tenants' handover.
  13. Rooms are let as private dwelling house for living accommodation only and for no other purpose whatever and the Tenant shall not have the right to assign their interest in this agreement or sub-let the room in whole or in part.
  14. That if any clause is breached in this agreement by ANY accommodated student, the University will have the right to terminate tenancy without refunding the lessee as long as:
    - a) The lessee has broken or has not performed any obligation of this lease agreement.
    - b) The lessee ceases to be a registered student at the Muhimbili University of Health and Allied Sciences.

## **15. RENEW OF LEASE**

If, before the expiration of the term herein reserved, and if there shall be no breach or non-observance of any of the covenants, rules and regulations on the part of the Lessee, then the lease may be renewed for a further period of one academic year on the same terms and conditions or as may be specified in the new agreement. The criteria for renewing will also include the covenant as stated in Section 3(a-t) above.

**IN WITNESS THEREOF** the parties hereto have set their hands on the day and year herein appearing.

**SIGNED** and **ISSUED** by:

Name ..... Signature .....

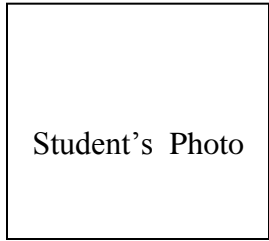
**For: Deputy Vice Chancellor – Planning, Finance and Administration/Lessor** and on behalf of the **Muhimbili University of Health and Allied Sciences.**

Postal Address:  
**P.O. Box 65001**  
**Dar es Salaam.**

**SIGNED** by:

Name: ..... Signature: .....  
(Student)

Phone No: ..... E-mail: .....



Home Postal address: .....  
.....

Father's Name: ..... Phone No:.....

Mother's Name: ..... Phone No:.....

Next of Kin: ..... Phone No:.....