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REPUBLIC OF KENYA

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***KENYA GAZETTE SUPPLEMENT***

**KIAMBU COUNTY ACTS, 2024**

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**NAIROBI, 8th October, 2024**

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**THE KIAMBU COUNTY HOUSING ACT, 2024**

**No. 5 of 2024**

*Date of Assent: 20th June, 2024*

*Date of Commencement: See Section 1*

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**THE KIAMBU COUNTY HOUSING ACT, 2024**

**AN ACT of the County Assembly of Kiambu to give effect to Fourth Schedule Part II section 8 (d) of the Constitution of Kenya, 2010 and to provide for effective Management of Kiambu County Housing Estates and Premises, and for connected purposes**

**ENACTED** by the County Assembly of Kiambu, as follows —

**PART I — PRELIMINARY****Short title and Commencement**

1. This Act shall be cited as the Kiambu County Housing Act, 2024 and shall come into effect upon gazettment by the Executive Committee Member.

**Application**

2. The provisions of this Act shall apply in Kiambu County area of jurisdiction and where the County Government has established residential premises for the purpose of renting in the Republic of Kenya.

**Interpretation**

3. In this Act, unless the context otherwise requires —

“Board” means Board of Directors for the management of the company established under this Act;

“Chief Officer” means the person appointed by the County Governor to administer the County Department responsible for Housing Affairs;

“County Government” means County Government of Kiambu;

“County Government Entity” means any department or agency of a County Government, and any authority, body or other entity declared to be a County Government entity under section;

“Director” means Director County Housing;

“Eviction Notice” means an express notice in writing issued to the tenant by the County Government of Kiambu in accordance with the tenancy or the provisions of this Act;

“Executive Committee Member” means the County Executive Committee Member responsible for housing;

“Landlord” means the County Government or its representative in the management of the housing estates;

“Maintenance” means works undertaken in order to keep, restore or improve a part of a building, its services, its facilities and related

infrastructure to a currently acceptable standard and to sustain the utility value of the building save for fair wear and tear;

“Nuisance” means unreasonable or unlawful use of property that results in material annoyance inconvenience, discomfort or injury to another person or to the members of the public;

“Premises” means all non- residential properties owned by the County including stalls, offices, slaughter houses, abattoirs, market structures, canteens, halls and other structures for the purposes of occupation for business and connected purposes;

“Renewal and regeneration” means upgrading of housing estates through reconstructions, renovations or by way of new developments;

“Special Programmes” means the housing programme put in place due to occurrence of unforeseen events to be co-ordinated by the County Government or its appointed agencies within specified time period;

“Tenancy” means a relationship created by a lease, agreement or assignment;

“Tenancy agreement” means a written agreement between a tenant and the County Government of Kiambu for occupancy of a residential or business premises;

“Tenancy notice” means an express notice in writing given to the County Government of Kiambu in accordance with the terms of that tenancy or in accordance with the provision of this Act, of the tenants intention to terminate the tenancy; and

“Tenant” in relation to a tenancy means the person for the time being entitled to the tenancy whether or not the tenant is in occupation of the holding, and includes the tenant's family.

### **Objects and purpose of the Act**

4. The object and purpose of the Act is to—

- (a) ensure County housing estates and other premises are managed in accordance with the principles set out in the Constitution of Kenya, 2010 and other relevant laws;
- (b) provide for effective co-ordination, facilitation, monitoring and evaluation of the housing and human settlement sector;
- (c) facilitate the mobilization of resources for the provision of housing;
- (d) provide for a grievance and dispute resolution mechanism;

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- (e) promote and mainstream estate management in housing and human settlement sector;
- (f) provide for tenancy and management procedures to allow for equity and fairness in the management of County housing estates and premises;
- (g) provide for capacity building in housing sector;
- (h) facilitate the maintenance, refurbishment, re-development and renewal of existing County estates and premises;
- (i) promote the innovation, development and adoption of appropriate environmentally friendly building materials, technologies and ideas;
- (j) promote and mainstream informal settlements upgrading and prevention programmes;
- (k) secure land for public, institutional and social housing development;
- (l) facilitate the enhancement of partnerships among the implementing agencies in the housing delivery process; and
- (m) promote the development of new county housing stock.

**PART II — ADMINISTRATION**

**Roles of Executive Committee Member**

**5.** The Executive Committee Member shall be responsible for the implementation of the provisions of this Act and in particular, may —

- (a) formulate legislation, policies and strategies for effective housing development;
- (b) advise the County Government on all matters relating to County housing;
- (c) promote and facilitate the provision of adequate housing in the County;
- (d) foster collaboration, liaison, linkages and partnerships with National Government Agencies and other relevant stakeholders towards mobilization of resources for housing development;
- (e) appoint an *Ad-hoc* Committee for identifying housing and premises required for disposal, demolition, renewal and regeneration; and
- (f) identify and secure land for housing development.

**Establishment of the Directorate of County Housing**

6. (1) There is established the Directorate of County Housing headed by a Director.

(2) The functions of the Directorate shall include —

- (a) implementation of relevant County policies, laws and regulations on housing development;
- (b) preparation of budgetary plans for the development and maintenance of Housing;
- (c) promotion of development, innovation and adoption of appropriate building materials and technologies;
- (d) improvement of informal settlements;
- (e) secure the greatest possible safety and habitability of county housing and premises;
- (f) ensuring routine maintenance of existing housing stock;
- (g) promotion and development of new Housing stock;
- (h) keeping and maintaining a register of all County Housing estates and premises;
- (i) maintenance of County Housing data bank and information system;
- (j) preparation and submission of Annual County Housing Status report to the Executive Committee Member;
- (k) management of tenancies for County housing estates and premises;
- (l) identifying and recommending list of inhabitable houses for condemnation; and
- (m) carry out any other function as may be assigned by the County Executive Committee Member for implementation of this Act.

**Appointment of Director County Housing**

7. (1) The Director shall be recruited competitively and appointed by the County Public Service Board.

(2) There shall be such other officers as prescribed by the County Public Service Board to assist the Director.

**Qualifications for Appointment**

**8.** A person qualifies for appointment as Director County Housing if such person —

- (a) has at least twelve (12) years' experience in housing and human settlement;
- (b) has worked in a senior management position of at least three years;
- (c) is a registered professional under a relevant professional body;
- (d) holder of at least a Bachelor's degree in the field of Architecture, Housing Administration, Urban Management, Land Economics, Construction Management, Urban / Regional Planning, Valuation and Property Management, Civil / Electrical / Mechanical / Structural Engineering, Building Economics, Estate Management, Building Management, Economics, Sociology, Environmental Studies, Community Development, Business Administration, Project Management, or equivalent qualifications recognized in Kenya;
- (e) meets the requirements of Chapter Six of the Constitution of Kenya, 2010.

**Functions of the Director County Housing**

**9.** The Director County Housing shall —

- (a) advise the Executive Committee Member on all matters relating to housing and human settlements; and
- (b) perform such functions as are conferred by or under this Act.

**Functions of City, Municipal Boards and Town Committees**

**10.** (1) Every City, Municipal Board and Town Committee shall —

- (a) initiate, plan, co-ordinate, facilitate, promote and enable appropriate housing development;
- (b) secure land within their areas of jurisdiction for housing development;

(2) A city, Municipal Board and Town Committee may participate in implementation of County housing programme in accordance with the guidelines applicable to such programmes.

**PART III—ALLOCATION, OCCUPATION, VACATION,  
EVICTION AND MANAGEMENT OF COUNTY HOUSING AND  
PREMISES**

**Allocation of County Houses and Premises**

**11.** Allocation of County houses shall be done under the following criteria —

- (a) the person shall formally apply for allocation of County house and premises using the prescribed format as contained in Second Schedule under this Act;
- (b) institutional houses including essential service providers shall solely be allocated to workers in the given institutions;
- (c) the Kiambu County Housing Estates Tenancy and Management Committee shall evaluate all applications received and allocate a house to, the most deserving person in accordance with the evaluation criteria contained in the application form in (a) above;
- (d) a successful tenant shall have their record entered in the Housing inventory and in the revenue computer records for the purpose of billing;
- (e) a successful tenant shall be issued with a tenancy card as well as a copy of the tenancy rules and regulations;
- (f) a person shall not occupy a County residential house unless he or she is an employee of the County Government of Kiambu; and
- (g) no person working for the County Government of Kiambu shall be allocated more than one residential house or premises.

**Occupation of County Houses and Premises**

**12.** A person shall occupy the County house and Premises under the following terms —

- (a) all County Houses and Premises shall be physically occupied within thirty days from the date of allocation;
- (b) a person shall sign a tenancy agreement as provided for under the Fourth Schedule upon occupation of the premises.

**Vacation of County Houses and Premises**

**13.** (1) A tenant shall issue a thirty days formal notice to vacate his/her house in writing and present the prescribed vacation form to the Director of County Housing.

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(2) The Housing maintenance section will carry out an inspection of the respective house and offer its recommendations.

(3) The tenants will be responsible for making good defects recorded.

(4) The County revenue section shall give clearance by confirming that the tenant has no arrears due.

(5) A County residential house shall be deemed vacant after sixty days upon exit from service of the tenant.

**Rent and Fees Payable for the County Houses and Premises**

**14.** (1) Rent and fees payable shall be as per the First Schedule of this Act.

(2) Payment of rent shall be as provided in the tenancy agreement and through the prescribed form as provided under the Second Schedule of this Act.

**Eviction from County Houses and Premises**

**15.** (1) The County Housing Estates Management Committee shall issue an Eviction Notice to any tenant deemed in contravention of relevant provisions under this Act.

(2) The County Housing Estates Management Committee shall evict any tenant(s) upon lapse of an Eviction Notice, or after three (3) consecutive months of rent default.

**Grievance Handling and Dispute Resolution**

**16.** Grievances and disputes regarding County houses and premises shall be referred to and handled by the County Housing Estates Management Committee as per the Third Schedule under this Act.

**PART IV —FACILITATION OF COUNTY HOUSING****Establishment of the County Housing Company**

**17.** (1) There is established a Company to be known as Kiambu County Housing Company which shall be a body corporate with perpetual succession and a common seal, and which shall perform the duties and have the powers conferred to it by this Act.

(2) The Company shall be registered as a Company limited by share capital and shall be wholly owned by the County Government.

(3) The Chief Officer responsible for Housing and the Chief Officer responsible for Finance shall hold the shares in equal proportion as trustees on behalf of the County Government.

(4) All revenue proceeds realized from the company shall be deposited in the Fund.

(5) All Assets shall be registered in the name of the company.

(6) The management of the Company shall be vested in the Board.

(7) The Board shall consist of—

(a) the County Secretary who shall be the Chairperson;

(b) the County Executive Committee Member Finance;

(c) the Executive Committee Member;

(d) Director County Housing who shall be the Secretary;

(e) the County Attorney;

(f) Director, County public Works;

(g) County Structural Engineer; and

(h) two other members who are residents of the County appointed by the Governor with the approval of the County Assembly.

(8) The persons appointed under subsection 17(7)(h) shall originate from either of the following special interest groups: Youth, Marginalized Groups, or Persons with Disability.

#### **Functions of the Board**

**18.** The functions of the Board shall include—

(a) manage all affairs of the company;

(b) entering into contracts;

(c) keeping books of accounts of the company.

#### **Conduct of Meeting of Board of Directors**

**19.** (1) In the absence of the Chairperson from any meeting of the company, a person will be appointed to chair the meeting.

(2) The quorum of the meeting shall be five members.

(3) The person acting as the chair of any meeting shall have both a deliberative and casting vote. A decision of the majority of the members and voting shall be deemed as the decision of the Board.

(4) The Board shall have powers to regulate their own procedures.

(5) The company seal shall be authenticated by the Chairperson of the Board or any other authorized member of the Board.

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(6) All documents other than those required by law to be under seal made by, and all decisions of the board may be signified under the hand of the chair of the board or any other member authorized by the Board.

**Establishment of the County Housing Development Fund**

**20.** (1) There is established a Fund to be known as the County Housing Development Fund.

(2) The sources of the Fund will be—

- (a) monies appropriated from the County Assembly;
- (b) sums of money that may in any manner become payable to or vested in the fund including gifts, grants, bequeaths and donations;
- (c) rent payable from tenants;
- (d) fines, interests and penalties;
- (e) other funds that may be received from the National Government; and
- (f) any other funds from a lawful source.

(3) The purpose of the Fund is to finance development and maintenance of housing projects in the County and to facilitate access to social, low cost, affordable housing and related infrastructure.

**Administration of the Fund**

**21.** (1) The Fund shall vest in and be administered by the Chief Officer in-charge of Housing.

(2) The administration costs of the Fund shall be a maximum three (3%) percent of the approved budgets of the Fund.

(3) To prevent misuse of the monies emanating from the Fund, the following measures shall be put in place by the Executive Committee Member—

- (a) preparation of an itemized budget to cater for the implementation of the Housing activities for each Financial Year;
- (b) preparation of timely and periodic reports by an Auditor; and
- (c) any other financial prudential measures outlined in enabling legislation.

**Funds Bank Account**

22. (1). The monies of the Fund shall be deposited in a bank account approved by the Executive Member for Finance under the name, “Kiambu County Housing Development Fund”.

(2). The signatories of the account shall be the officer administering the Fund and other officers of the County Government designated by the Executive Member for Finance.

**Responsibilities of the Officer Administering the Fund**

23. The officer administering the Fund shall—

- (a) ensure that money held in the Fund including any earnings or accruals are retained in the Fund unless the Executive Member for Finance with the approval of the County Assembly otherwise directs;
- (b) ensure that the money held in the Fund is spent only for the purposes for which the Fund is established;
- (c) submit the Fund’s budget to the Executive Member for approval;
- (d) ensure efficient management of the Fund;
- (e) authorize disbursement of funds to the institution in accordance with the approved budget;
- (f) continuously review, monitor and evaluate utilization of the Fund;
- (g) ensure that the accounts of the Fund and the annual financial statements relating to the Fund’s accounts comply with the accounting standards prescribed by the Accounting Standards Board;
- (h) prepare the financial accounts for the Fund in each financial year;
- (i) submit financial statements for the Fund to the Auditor–General not later than three months after the end of each financial year;
- (j) present the financial statements to the County Assembly; and
- (k) undertake such other functions as the County Executive Member for Finance may from time to time assign.

**Annual Estimates**

24. At least three (3) months before the commencement of each Financial Year, the Directorate shall cause to be prepared estimates of the

expenditure of the next Financial Year.

### **Regulations**

25. The County Executive Committee Member for Finance may make regulations on the fund for the better implementation of the Act.

### **Land for County Housing and Premises Development**

26. (1) The Executive Committee Member shall in consultation with the National Land Commission and other relevant bodies or institutions facilitate access and secure land for housing and related infrastructure.

(2) The Executive Committee Member may for purposes of clause (1) above—

- (a) seek concession of Land rents/rates chargeable on Land for the development of affordable housing/low cost housing;
- (b) petition the National Land Commission to repossess any urban land within the jurisdiction of the County for housing development.

### **Infrastructure for County Housing and Premises Development**

27. The Executive Committee Member shall in consultation with the National Government facilitate improvement of infrastructural facilities and services for housing development and shall for such purpose—

- (a) promote and coordinate with other partners the development of major infrastructural facilities through appropriate partnerships;
- (b) recommend incentives where a developer meets the cost of the housing infrastructure through partnerships.

### **County Housing Special Programmes**

28. (1) The Executive Committee Member may, on the advice of the Director, designate by notice in the *Kenya Gazette* Special Programmes for purposes of this Act.

(2) The administration and implementation of a Special Programme shall be independent and officials handling it shall ensure efficiency, effectiveness and transparency.

(3) The funds for special Programmes shall be coordinated through a Special Purpose Account as per the Housing Fund Regulations.

## **PART V— COUNTY HOUSING ESTATES MANAGEMENT COMMITTEE**

### **Establishment of the County Housing Estates Management Committee**

**29.** There is established the County Housing Estates Management Committee which shall consist of the following—

- (a) Chief Officer who shall be the Chairperson;
- (b) Director County Housing - to be the Secretary;
- (c) Director Public Health Services;
- (d) County Attorney;
- (e) Director Environment;
- (f) Director County Public Works;
- (g) Director Finance;
- (h) Director County Survey;
- (i) any other co-opted member up to three number.

**Functions of the County Housing Estates Management Committee**

**30.** The functions of the County Housing Estates Management Committee shall include—

- (a) setting out procedures for condemning and disposing County houses and premises;
- (b) make proposals for re-development and re-construction of county housing estates and premises;
- (c) review safety of houses that the tenants have done alterations and offer recommendations;
- (d) oversee the maintenance of County housing estates and premises;
- (e) co-ordinate management of rent through collection, maintenance of records and enforcement of timely payment;
- (f) review and recommend payable rent for County housing estates and premises;
- (g) handle, arbitrate and resolve disputes related to County Housing and premises within ninety days;
- (h) allocate County houses and premises.

**PART VI—MONITORING, EVALUATION AND REPORTING**

**Monitoring and Evaluation of Housing Development**

**31.** The Director County Housing shall—

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- (a) co-ordinate the monitoring and evaluation of the County Housing and premises development process;
- (b) establish and maintain County Housing Data bank and information system.

**County Housing Data Bank and Information System**

**32.** (1) The objects of the data bank and information system shall be to—

- (a) collect, compile and analyse data with respect to County housing development;
- (b) record information for the purposes of development, implementation and monitoring of the housing sector;
- (c) provide reliable information for the purposes of planning and development within the County housing sector;
- (d) provide housing information with a view to integrating County housing policy with monetary and fiscal policy and the coordination of housing development with related activities; and
- (e) provide periodic reports quarterly pertaining but not limited to funds disbursed for housing, outstanding mortgages, mortgage default, delinquency rates, and transaction costs for housing purchase.

(2) Subject to the provisions under section 31(2), the Director County Housing may—

- (a) obtain access to existing sources of information and may require any person or institution to provide any information necessary for purposes of the databank or information system in such form and manner as the Director considers appropriate;
- (b) co-ordinate information required for purposes of the data bank with other official sources of information including linking the data bank or the information system to any other data bank, information system or other system established within the County;
- (c) require periodical feedback as shall be deemed necessary for housing development from various actors and stakeholders in the housing sector; and
- (d) take any steps reasonably necessary for the achievement of the objects of the data bank and information system.

(3) The Director County Housing shall ensure that any relevant personal data collected and so held in the databank and the information system is in accordance with the principles of data protection as set out in the Data Protection Act.

### **County Housing Status Report**

**33.** (1) The County Director Housing shall prepare annual County Housing Status Report which shall give the current status of all existing housing estates and any new ones proposed for development at the close of each financial year.

(2) The Executive Committee Member in-charge of Housing shall, from time to time, and not less than once each year table in the County Executive Committee the County Housing Status Report for adoption.

(3) The County Housing Status Report shall be presented to the committee of the County Assembly responsible for housing matters for discussion.

## **PART VII—GENERAL OFFENCES, PENALTIES AND ENFORCEMENT REMEDIES**

### **General Offenses and Penalties**

- 34.** (1) A person commits an offence under this Act if that person—
- (a) gives false or misleading information and statements;
  - (b) sub-lets the houses and premises to other persons;
  - (c) creates illegal structures and extensions on the houses and premises;
  - (d) fails or refuses to give information that the person may lawfully be required to give;
  - (e) carries out demolitions and/or alterations of the houses and premises;
  - (f) without justifiable cause, fails to vacate the houses and premises when required through statutory notice(s);
  - (g) disposes waste in non-designated areas or sites;
  - (h) creates nuisance as defined in this Act and recognized by other relevant laws;
  - (i) uses the house and/or premises other than the intended use;
  - (j) rears domestic animals against relevant National and County Laws; and

(k) denies lawful access to the houses and premises by authorized officials.

(2) Any person who commits the Offenses prescribed under section 34 shall be liable to a fine not exceeding five hundred thousand shillings or to imprisonment for a term not exceeding six months or to both.

(3) Where the contravention in respect of which a person is convicted is continued after the conviction, that person shall subject to the provisions of section 34, be guilty of a further offence and liable in respect thereof to a fine not exceeding ten thousand shillings for each day on which the contravention is so continued.

### **Court Remedies.**

**35.** (1) Where the tenant or person occupying a County house or premise is convicted of an offence under this Act, the court may, in addition to or instead of imposing any penalty, order him, within the time specified in the order, to take such steps as may be specified to remedy the matters in respect of which the contravention occurred, and may, on application, extend the time so specified.

(2) Where an order is made under sub-section (1), the tenant or person shall not be liable under this Act in respect of the continuation of the contravention during the time allowed by the court, but if, after the expiration of that time as originally specified or extended by subsequent order, the order is not complied with, the tenant or person occupying the house or premises, as the case may be, shall be liable to a fine not exceeding ten thousand shillings for each day on which the non-compliance continues.

### **Enforcement**

**36.** A person who has been served with an enforcement notice and who refuses to comply with the provisions of that notice commits an offence and is liable on conviction to a fine not exceeding three hundred thousand Kenya Shillings or to imprisonment for a term not exceeding six months.

## **PART VIII—MISCELLANEOUS PROVISIONS**

### **Regulations**

**37.** (1) The Executive Committee Member shall make regulations for effective implementation and operationalization of this Act.

(2) Without prejudice to the generality of section 37(1), the Executive Committee Member shall make regulations relating to —

- (a) housing Estate and premises management;
- (b) affordable and Social housing;
- (c) slum upgrading and prevention;
- (d) evictions;
- (e) special programmes;
- (f) appropriate and alternative building materials;
- (g) urban renewal and regeneration;
- (h) prescribing the fees payable under this Act; and
- (i) providing for any other matter to give effect to the provisions of this Act.

**FIRST SCHEDULE:- RENT AND FEES PAYABLE (s.14(1))**

S/No.	Description/Location	House Type/ Unit	Current Charges (KSh.)
<b>1.</b>	<b>County Housing</b>		
(a)	Tenancy Agreement	Per Instance, per House	2,500/=
(b)	Penalty for late payment of monthly rent (after 5th day )	Per house	10% of rent payable
(c)	Deposit on Rent	Per house	One Month rent
<b>2.</b>	<b>Ruiru Sub-County</b>		
(a)	Kangangi Estate	2 bed Room	3,500/=
(b)	Majengo Estate	Single room	500/=
<b>3.</b>	<b>Thika Sub-County</b>		
(a)	Haille Selassie	4 Bedroom with S.Q	7,500/=
(b)	Haille Selassie	3 Bedroom	5,500/=
(c)	Magoko	3 Bedroom	3,500/=
(d)	Majengo Teacher's Quarter	1 Bedroom	2,000/=
(e)	Depot Staff House	1 Bedroom	1,200/=
(f)	Depot Staff House	Single room	1,000/=
(g)	Depot Apartments	2 Bedroom	10,000/=
(h)	Bondeni Estate	Two bedroom	2,500/=
(i)	Chania Water Treatment Work Houses	1 Bedroom	1,200/=
(j)	Water supply houses	1 Bedroom	1,200/=
(k)	Water supply houses	2 Bedroom	1,500/=
(l)	Jamhuri Estate	Two rooms	1,700/=
(m)	Jamhuri Estate	Single Room	1,000/=
(n)	Kimathi Estate	One Bedroom	2,000/=
(o)	Kimathi Estate	Two Bedroom	2,500/=
(p)	Ofafa IV Estate	Single Rooms	1,000/=
(q)	Ofafa V Estate	Single Rooms	1,000/=
(r)	Starehe Estate	Single Room	1,000/=
(s)	Starehe Estate	Two Rooms	1,700/=
(t)	UTI Estate	1 Bedroom	2,000/=
(u)	UTI Estate	2 Bedroom	2,500/=
(v)	Ziwani Estate	1 Bedroom	2,000/=
<b>4.</b>	<b>Gatundu South Sub-County</b>		
(a)	Gatundu Town	2 Bedroom	3,500/=
<b>5.</b>	<b>Kikuyu Sub-County</b>		
(a)	Kikuyu Town	1 Bedroom	5,000/=
<b>6.</b>	<b>Githunguri Sub-County</b>		

S/No.	Description/Location	House Type/ Unit	Current Charges (KSh.)
(a)	Githunguri Town	1 Bed room	2,500/=
<b>7.</b>	<b>Limuru Sub-County</b>		
(a)	Tigoni	One roomed house	2,000/=
(b)	Tigoni	Two roomed house	2,500/=
(c)	Tigoni	3 Bedroom with Servant Quarter	8,500/=
(d)	Limuru	2 Bedroom	3,500/=
<b>8.</b>	<b>Kiambu Sub - County</b>		
(a)	Indian Bazaar	Three (3) Bed roomed house	9,000/=
(b)	Kiambu Town	Two(2) Bed roomed house	8,500/=
(c)	Kiambu Town	One (1) Bed roomed house	7,500
(d)	Kiambu Town	Two (2) room Class C	2,000/=
(e)	Kiambu Town	One(1) room Class D	1,000/=
<b>9.</b>	<b>Kabete Sub County</b>		
(a)	Muguku	Single Room	3,000/=

**SECOND SCHEDULE: - APPROVED FORMS (s.14(2))**

For effective management of County Housing Estates and Premises, the following approved forms shall be used:

CGK-HSG- Form (1): Housing Application and Allocation Form

**APPLICATION / RENEWAL OF HOUSING AND PREMISES  
ALLOCATION**

1. Applicant's Name  
.....
2. Tel.....ID No .....
3. E-mail Address: .....PF No.....
4. Nationality:.....
5. Marital Status:.....
6. City/Municipality/Sub-County/Town.....Estate.....
7. Department .....
8. Designation .....
9. Unit applied for ..... (e.g. single, 1 bedroom, etc)
10. Next of Kin  
.....  
(full names)
11. Relationship  
.....
12. Telephone No ..... ID No.....
13. Number of persons to occupy the unit  
.....
14. Other requirement (*attach photocopy of National Id/Passport*)...  
.....

I, [...Name of Applicant.....], hereby certify that the particulars given above herein are true and correct to the best of my knowledge and information.

Date:.....at..... this ..... day of  
.....*Signature of applicant*.....

For Official Use only:

*Resolution of the County Housing Estates Management Committee*

*Minute No.:* .....

*Date* .....

.....  
.....  
.....  
.....  
.....  
.....  
.....

Date .....Signed by: .....

**No. 5**

*Kiambu County Housing*

**2024**

CGK-HSG- Form (2): Housing Eviction Notice Form

PART A

Date:

TO: .....

ID Number: .....

TELEPHONE No: .....

HOUSE NUMBER: .....

RE: EVICTION NOTICE

The above refers.

You are hereby issued with a thirty (30) days' Notice with effect from the date of this notice, to leave and/or surrender vacant possession of House Number ..... located in ..... on or before ..... of ..... 20.....

Take Notice, that if you do not comply with the above, the County Government of Kiambu is at liberty to take the necessary action and have vacant possession of the aforesaid premises without any further reference to you.

---

*Resolution of the County Housing Estates Management Committee*

*Minute No.:* .....

*Date* .....

.....  
.....  
.....  
.....

Signature.....(Secretary)

Date:.....

Signature:.....(Chairperson)

Date:.....

CGK-HSG- Form (3): Housing and Premises Notice to Vacate

PART A

(Date):.....

TO: Director County Housing,

P.O. Box 2344-00900

KIAMBU

RE: NOTICE TO VACATE

The above refers.

I ..... being the tenant of House/Estate/Premises number ..... located in ..... do hereby issue your office with a thirty (30) day notice to vacate your premises with effect from the date of this notice.

I undertake to give vacant possession for your inspection at the expiry of this notice.

Name:.....Sign:.....

Telephone No.....

**No. 5**

*Kiambu County Housing*

**2024**

CGK-HSG- Form (4): Housing Clearance Certificate

Clearance Certificate Serial No:.....

Date:.....

From: Director County Housing

P.O. Box 2344-00900, Kiambu

This is to certify that ..... has been our  
tenant for House/Premises No:.....

located in ..... and has been fully cleared.

Signature:.....

Date:.....

CGK-HSG- Form (5): Grievance Handling and Dispute Resolution Form

To: Director County Housing		
Tenant's Full Name	National ID /No.	PF No.
House/Premise Description:..... Estate Name:..... House/Premises No.:.....		Location:
Tenant Telephone No.	e-mail Address:	Mobile Telephone No.
Nature of Grievance		
Grievance /Issue Statement		
.....		
.....		
.....		
.....		
.....		
.....		
(Use attachments if necessary):		
Signature:.....		Date: .....
Date Received:.....		
Acknowledgement Stamp:.....		



**FOURTH SCHEDULE: (s. 12(b))**

CGK-HSG- : Housing and Premises Tenancy / Lease Agreement

THIS AGREEMENT is made this \_\_\_\_\_ DAY OF \_\_\_\_\_ 20..... BETWEEN County Government of Kiambu of Post Office Box 234.....4 - 00900, Kiambu in the Republic of Kenya (hereinafter referred to as the 'LANDLORD' which term shall where the context so admits include their personal representatives and assigns) of the first part and .....of Identity Card Number .....and Telephone Number .....aforesaid (hereinafter referred as the 'TENANT' which term shall where the context so admits include her personal representatives and assigns) of the second part.

WHEREBY IT IS AGREED BETWEEN the parties as follows:

1 The Landlord, agrees to let and the Tenant agrees to occupy all that house known as HOUSE NO. ....situate in LR NO. ....within Kiambu County (Herein referred to as the premises) for a period of .....(.....) Years (RENEWABLE) commencing on the 1st June..... to 30th June .....

(a) The monthly rent payable by the Tenant to the Landlord shall be the sum of Kenya Shillings.....Thousand (Kshs. ..../) payable MONTHLY in advance on or before 5th day of each month without any deductions whatsoever for the first one year ending .....and the said rent shall be inclusive of the water Bill.

i. Any late payment shall accrue an automatic penalty of 10% of the rent due monthly which shall be computed as part of the rent due to the landlord.

(b) The aforesaid amounts shall be paid into the following

a. COOPERATIVE BANK ACCOUNT

.....  
OR SHALL BE DEDUCTED FROM THE PAYSLIP

(c) Either party can terminate this agreement by giving One calendar months' notice in writing or One month rent equivalent in lieu of notice.

(iv) The tenant agrees to pay a security deposit of Kenya Shillings .....Thousand (KSh.....,000/-) being equivalent of rent for two months to be held by the Landlord during the term of tenancy.

The deposit shall not act as rent for the last month or any month during the term of lease but it shall be applied towards defraying miscellaneous maintenance and utility costs that may be outstanding on his part at the end of the tenancy and any

balance thereafter shall be refunded within thirty 30 days without interest.

2 The Tenant agrees with the Landlord as follows:-

- (i) To pay rent on the days and in the manner aforesaid clear of all deductions whatsoever.
- (ii) To pay into the said account an additional amount in the sum of Kenya Shillings Two Hundred and Fifty (KSh. 250/-) as garbage collection charges.
- (iii) To hereafter pay electricity, and internet (if provided) conservancy charges which become or shall be payable in respect of the said premises during the term of the tenancy *and always forward a copy of the paid bills on a monthly basis to the landlord.*
- (iv) At the termination of the said term of tenancy to deliver up the premises together with the Landlord's fixtures and fittings therein with all locks keys and fastenings complete and in such state of repair order and condition as shall be in strict compliance with the covenants and agreements in that behalf on the part of the Lease herein contained.
- (v) Not to make nor permit to be made alterations in or additions to the said premises nor to erect any fixtures therein nor drive any nails, screws, bolts or wedges in the floors, walls or ceilings thereof without the consent in writing of the Landlord first and obtained (which consent shall not be unreasonably withheld).
- (vi) To permit the Landlord, his workmen or servants at all reasonable times on notice from the Landlord whether oral or written to enter upon the said premises or any part thereof and execute structural or other repairs to the buildings of which the premises form part of or to the electrical circuits, water pipes and drains in or under the same or other repairs which the landlord may be liable to carry out hereunder.
- (vii) To use the premises for private residential purposes only and not carry on any form of business or use them as a boarding house or any other unauthorised purpose without the consent of the Landlord in writing.
- (viii) Not to sub-let the premises or any part thereof during the period of the tenancy without the consent in writing of the Landlord, its workers or servants, which consent, shall not be unreasonably withheld.
- (ix) To keep the premises/fittings and fixtures therein clean and in good condition and to hand over the property/fittings and fixtures at the expiry or earlier termination of the tenancy in the same condition and repair as on entry, fair wear and tear excepted.
- (x) To pay for the replacement or make good repair or restore all such fixtures and fittings as shall be broken, lost or damaged or destroyed during the tenancy and to replace keys (or the appropriate locks which are lost, broken or damaged).

- (xi) To be responsible for all damage which is incurred as the result of negligence or wilful act on the part of the Tenant and/or occupant (s) to walls, ceilings, floors, windows and doors and will repair the same at his own expenses if required to do so by the landlord or his authorised Landlords.
- (xii) To be responsible for all normal running repairs and maintenance in connection with internal plumbing, fixtures, fittings, heaters, windows, locks, handles and fasteners and should ensure that they are in working order before taking occupation of the tenancy premises.
- (xiii) Not to fell any trees or shrubs without the permission in writing of the Landlord and to maintain the gardens and fencing (if any) in suitable condition.
- (xiv) Not to do or permit or suffer to be done anything in or upon tenancy premises or any part thereof which may at any time be or become a nuisance or annoyance to the neighbours or injurious or detrimental to the reputation of the tenancy premises.
- (xv) To take reasonable precaution to ensure that the presence of any dry or wet rot or white ants or other destructive insects or pests do not gain access to the said premises and to notify the Landlord forthwith in the event of any infestations appearing.
- (xvi) At least (14) days prior to the termination of this agreement (howsoever it shall be terminated) to varnish the floor, paint with at least two coats of best quality silk vinyl paint (and in case of wall and ceiling at least two coats of plastic emulsion paint) all parts of the interior and terrace of the premises as are usually painted to such specification and colour as the Landlord shall in writing approve. Rent will be payable up to the date all necessary work repairs and cleaning are completed and thereafter approved and passed by the Landlord.

3 IT IS HEREBY AGREED between the landlord and the tenant as follows:

- (i) The Landlord retains the right to enter the tenancy premises to carry inspections and will first obtain permission of the Tenant to enter, such permission not to be unreasonably withheld AND THE TENANT WILL ALSO permit the Landlord at any time during the three months next before the expiration of the term enter upon the premises and to affix upon any suitable part thereof a notice board for re-letting the same and not to remove or obscure nor permit to be removed or obscured the same and to permit all persons by order in writing of the Landlord to view the premises during office hours without interruption.
- (ii) If the rent shall at any time during the period of the tenancy become more than ten (10) days in arrears, whether legally demanded or not or if the Tenant shall omit to perform or to observe any of the covenants herein contained then the Landlord retains the right to terminate the tenancy and assume possession of the tenancy premises immediately and



2024

*Kiambu County Housing*

**No. 5**

ADVOCATE

)

)

SIGNED by the said TENANT:

)

)

.....

)

This            day of

)

)

In the presence of:

)

)

)

)

ADVOCATE

)

AUTHORITY TO UTILIZE DEPOSIT

I, .....of Identity Card Number ..... hereby authorize Count Government of Kiambu as my landlord for House Number .....located on LR No .....to utilize my security deposit in the sum of Kenya Shillings .....Thousand (KSh. ....,000/-) for painting and repairs of all damages as well as payment of any outstanding utility bills including water, electricity and garbage collection that I may have incurred during my tenancy at the termination of the lease agreement dated .....

I further acknowledge that the above shall not be limited to the period of the time that I shall be in possession/occupation of the property.

SIGNED BY THE SAID

.....

DATE .....