Office Lease Evidence Schedule Comparing Floor Area Rent and Service Charge

Educational sample 239 | Mombasa

Educational reconstruction from a reported Kenyan decision. Newly drafted wording, not an original court filing or a matter handled by our team. Specimen identities are bracketed. Adapt to genuine facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE CHIEF MAGISTRATES COURT AT MOMBASA

MAGISTRATES ENVIRONMENT AND LAND CASE NO [reference]

[TENANT PLAINTIFF] v [LANDLORD DEFENDANT]

EVIDENCE OR COMPUTATION SCHEDULE

1. This schedule supports the lease claim or defence in [case]. Entry one identifies each offer and lease document, date, parties, execution, term, premises description and bundle page. Distinguish the original smaller office from the later replacement premises; do not combine clauses from different offers.

2. Entry two compares the tenant asserted 740 square feet with the approximately 1,040 square feet described as inclusive of service areas. Give measurement date, plan, method, surveyor or other qualified author, treatment of shared areas and agreed allocation. Mark a party assertion disputed where no independent measurement is admitted.

3. Entry three reproduces the contractual charging basis: rate, area definition, rent period, housing or office use as actually agreed, service charge and default clause. The description of a floor area is not itself proof of which area the contract prices; connect it to the executed agreement.

4. Entry four is a chronological ledger with rent due, service charge due, interest separately justified, actual payment, credit and balance. Identify receipts and bank evidence. Show the tenant undisputed-area calculation separately from the landlord contractual calculation without presenting either contested account as an agreed balance.

5. Entry five identifies demand, distress notice, auctioneer instruction, threatened goods and any court restraint. Record issue, service and compliance dates and the exact scope of each order. Distress, debt recovery and eviction documents must not be treated as interchangeable.

6. Add a final column for admission, objection, authenticating witness and permission for any late document. The appellate schedule cites only the admitted record unless fresh evidence is authorised. Neither the 2023 appeal result nor this index proves the final trial rent balance or permits an unlawful recovery method.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected person and address].

Use and evidence notes

This is an evidential or accounting aid, not an originating process or independent proof. Give dates, authors or custodians, admissibility status, actual document pages and transparent calculations. Label missing and disputed items. Obtain the applicable leave or directions for supplementary evidence, serve it and prevent duplicate credits or recovery.

Supporting material: [date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach genuine records only. This public specimen contains no exhibits, signatures, personal identifiers or sworn declaration.

Source and procedural limits

A commercial tenant disputed the space charged under an office lease, contrasting 740 square feet of office space with 1,040 square feet including service areas. The landlord relied on the signed 2017 offer, arrears and its rent-recovery rights. The tenant claimed to have paid the undisputed space and service charge and feared removal of business equipment. The appeal concerned a September 2021 magistrate injunction, not a final trial of every rent and measurement issue.

The Mombasa ELC allowed the landlord appeal, set aside the injunction ruling, awarded appeal costs and directed retrial before another magistrate. It held that the lease and arrears had not justified the protection given. The source tenant argument that the undisputed part was paid is distinct from the Court finding that contractual arrears remained. Historical mention directions do not establish the later trial result.

An injunction appeal must address the discretionary decision and the admitted contract and evidence. Payment for a self-selected floor area is not automatically full performance of the actual lease. Distress, debt recovery, eviction and forcible entry remain different procedures; reversal of an injunction does not approve every auctioneer act. Verify the lease term, controlled-tenancy status, forum, valuation evidence and actual notice before use.

[2023] KEELC 22572 (KLR) - 4 October 2023. Source decision: https://new.kenyalaw.org/akn/ke/judgment/keelc/2023/22572/eng%402023-10-04

Reproduced primary text checked: https://sheriahub.com/cases/ke/caselaw/mombasa-trade-centre-ltd-v-excellent-transporters-limited-environment-and-land-appeal-70-of-2021-2023-keelc-22572-klr-4-october-2023-judgment

The original decision may identify participants. The specimen brackets identifying details. A source judgment does not prove this reconstruction was filed, an allegation succeeded, a later order remains unchanged or the same result will follow in another case.