

COMPANY LETTING AGREEMENT

for letting residential dwellinghouse

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation to a company. The company may decide to create a separate licence for each Approved Occupier.
 2. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
 3. This is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
 4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating or heating water.
 5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
 6. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
 7. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant must give at least one months' notice in writing to end the tenancy and the landlord must give at least 2 months' notice in writing to end the tenancy. The notice period must end on the first or last day of a period of the tenancy in accordance with the common law rules and the Landlord's notice must be in a prescribed form.
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THIS AGREEMENT is made BETWEEN the Landlord and the Tenant (otherwise known as the Company). It is intended that the tenancy created by this Agreement shall be a company letting. Accordingly, this tenancy is not an assured tenancy within the meaning of the Housing Act 1988

Date 12th April 2022

Landlord(s)

Davis Estates Ltd

Landlord Email (see clause 14)

[REDACTED]

Landlord's Agent

Address

[REDACTED]

Note: Under s.48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s)

Centennial Property Limited

Tenant Email (see clause 14)

[REDACTED]

Property The dwelling house known as 15 Station Road, Bristol, BS34 78BX

Maximum Number of Approved Occupiers # 6

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of 12 Months commencing on 1st June 2022

Rent £ 3210 PCM

Payment in advance in cleared funds by equal Monthly payments on the 1st day of every Month

Payable by standing order (other payment methods may be mutually agreed in writing)

Deposit A deposit of £ 0 is payable on signing this Agreement

Note: The statutory deposit scheme set out under the provisions of the Housing Act 2004 does not apply to this tenancy

1. The Landlord agrees to let with exclusive possession and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.1 Deposit. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against payment of the Rent and that no interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation

2.2 Inventory. Where the Landlord or his Agent has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within the first week of occupation with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

2.3 Term. If, at the end of the Term set out above, neither party has given the other at least two months' written notice to end the tenancy, it will carry on from month to month until one party does give that notice. This notice must end on the last day of a period of the tenancy.

The Tenant agrees with the Landlord: (clauses 3 to 8)

3. Approved occupier(s)

(3.1) (a) To ensure that throughout the Term the Property is occupied by Approved Occupiers

(b) This sub-clause does not require that the same Approved Occupier should occupy the Property throughout the Term

(c) An Approved Occupier means any occupier placed into the property under a licence at the Tenant's discretion.

(3.2) That the Approved Occupier shall occupy the Property as licensee(s). It is not the intention of this Agreement that a tenancy should be created in the name of an Approved Occupier or any other persons that may reside at that address

(3.3) The Tenant agrees to abide by his duties under the Immigration Act 2014 (or any subsequent legislation). The



Tenant is required to carry out appropriate checks in order to ensure that all Approved Occupiers of the Property have the right to reside in the UK before they are allowed to live at the Property and to carry out follow up checks during the tenancy, where required. The Tenant agrees to keep appropriate evidence of such 'Right to Rent' checks as required by legislation and provide copies of such evidence to the Landlord on request

4. Rent and charges

(4.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. If the Rent is paid by an individual or any entity other than the Company, it is agreed that he is acting as an agent for the Tenant. Interest may be payable on any late rental payments

(4.2) To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light, television licence, telephone and other communication charges (if any) relating to the Property), where they are incurred during the period of the tenancy or any subsequent periodic tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of gas, electricity, water and telephone if the same is disconnected due to the act or default of the Tenant or Approved Occupier. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant or Approved Occupier's name on commencement of this tenancy and to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above

(4.3) That in the case of a breach of the terms of the tenancy by the Tenant, a charge for reasonable costs may be made in addition to the costs of any remedial work, in order to compensate the Landlord or his Agent for his reasonable expenses including any bank charges incurred in relation to non payment of Rent and the full cost of taking legal advice and legal action in relation to any breach of the terms of the tenancy by the Tenant

(4.4) To pay the Landlord's full costs of obtaining and enforcing an order for possession if the Tenant does not give up vacant possession upon expiry of a valid notice seeking possession served by the Landlord or his Agent, and the Landlord is subsequently granted an order for possession by a court

5. Use of the Property

(5.1) Except as provided by this agreement, not to assign, sublet, or part with possession of the Property, or let any other person live at the Property

(5.2) To use the Property as a residential HMO and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(5.3) Not to carry on or permit to be carried on any business, trade or profession on or from the Property

(5.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(5.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent, Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(5.6) Not to use the Property for any illegal or immoral purposes

(5.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(5.8) The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Approved Occupiers specified above without the Landlord's prior written consent. Because of houses in multiple occupation regulations and licensing regulations, the Landlord may be prosecuted and fined for allowing this number to be exceeded

(5.9) This is a non-smoking Property. The Tenant agrees not to permit any Approved Occupier, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

6. Repairs and Damage to the Property

(6.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. The Tenant agrees to pay for any damage caused by the Approved Occupier, or visitors

(6.2) Not to remove or permit to be removed any furniture or other contents from the Property and to pay the reasonable costs incurred by the Landlord or his Agent in replacing or repairing, or at the option of the Landlord, replace immediately, any furniture or other contents, lost, damaged or destroyed by an Approved Occupier, or visitors

(6.3) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted and to keep the Property reasonably aired and warmed



(6.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair

(6.5) To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(6.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by an Approved Occupier or visitors

(6.7) Not to alter or change or install any locks on any doors or windows in or about the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his Agent to be met by the Tenant

(6.8) To notify the Landlord or his Agent promptly of any material disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent

(6.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(6.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation

(6.11) In order to comply with the Gas Safety Regulations, it is necessary:

(a) that the ventilators provided for this purpose in the Property should not be blocked

(b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent

(6.12) Not to cause any blockage to the drains, pipes, sinks or baths

(6.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(6.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Agent

(6.15) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)

(6.16) To take all reasonable steps to keep the Property free from infestation by vermin and to pay all reasonable costs incurred for the removal of any infestation which is attributable to an Approved Occupier or visitors

7. Other Tenant responsibilities

(7.1) Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(7.2) To pay for any reasonable costs or damage suffered by the Landlord or his Agent as a consequence of any material breach of the agreements on the part of the Tenant in this Agreement

(7.3) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

(7.4) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord or his Agent in writing, and to allow him access to the Property in order to secure it where necessary

(7.5) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(7.6) To pay any call-out charges incurred as a result of occupation (such as lost keys, or alarm codes), unless authorised either explicitly by the Landlord, or required to fulfil the Landlord's repairing obligations. The Tenant will be responsible for any call out charge relating to missed inspection or maintenance appointments due to the act or default of the Tenant or Approved Occupier

(7.7) To promptly respond to any information requests by the Landlord or his Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Approved Occupier's immigration status

8. End of tenancy

(8.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove any personal effects and any waste or rubbish from the Property

(8.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(8.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or his Agent in replacing keys or securing the Property against re-entry where keys are lost or not returned

(8.4) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(8.5) To allow the Landlord or his Agent, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(8.6) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(8.7) Where the Property has been professionally cleaned at the start of the tenancy, to pay for professional cleaning, where it is required, to bring the Property to that same clean state or condition as it was at the start of the tenancy

9. The Landlord agrees with the Tenant that:

(9.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement

(9.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

10. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the rent (or any part of it) within 14 days of the date on which it is due, whether or not the Rent has been formally demanded; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Tenant goes into liquidation, or an administrative receiver is appointed or an administrative order is made where the sole purpose of the liquidation is not the amalgamation or reconstruction of the Company

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property

IMPORTANT: Only the Court can order the Tenant to give up possession of the Property unless the Landlord has rights to repossess the Property under Immigration legislation

11. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

12. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

"The Agent" refers to the person appointed by the Landlord to manage the property and collect Rent, or anyone who subsequently takes over these rights and responsibilities

13. That any notice(s) served on the Tenant to end the tenancy shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see note 5 (subject to the

clause below)

14. That notices and other documents given in connection with this tenancy may be served by email on either party at the email addresses supplied above. The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent.

15. Whilst the Landlord or his Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Landlord or his Agent will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

16. Special Conditions. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions:

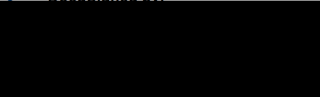
- i. The Landlord confirms that the property meets all relevant Buildings Control Regulations, Planning Permissions including but not limited to any conditions attached to any planning approvals and that the property meets the requirements of the HMO Licence granted by the relevant council.
- ii. The Landlord will take all necessary steps to ensure that the property has obtained and maintains a valid HMO license so that the Landlord is legally permitted to let out the properties as House in Multiple Occupation, for the duration of this agreement.
- iii. The Landlord will keep the property insured against fire and other usual risks.
- iv. The Landlord is responsible for all Certification for the property including but not limited to servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked by a Gas Safe registered technician every year, in line with the Gas Safety (Installation and Use) Regulations 1998.
- v. The Landlord is responsible for making sure that any furniture provided complies with the Furniture and Furnishings (Fire) (Safety) Regulations.
- vi. The Tenant may install CCTV in the property, provided such installation is professionally installed.

Further special conditions:


SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

A deposit of £3210 has already been paid to the landlord

- i. The Housing Network will be managing the property on behalf of the landlord,
- ii. The Rent is offer on a guaranteed scheme for as long as the tenancy is for or the property is habitual for,
- iii. Any damages caused by our clients is at full cost of The Housing Network,
- iv. All properties are handed back in the same if not better condition than they were handed over in,

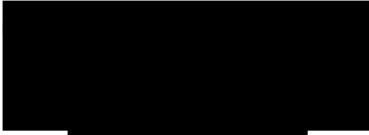
DocuSigned by:

12/4/2022

SIGNED by the TENANT :-

DocuSigned by:

12/4/2022

Confirm standing order details:

Name:



Bank name: L



Account number:



Sort code:

