

**AGREEMENT** dated [START DATE]

**Landlord:** Social Housing Holdings Limited whose registered office is at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ

**Tenant:** [SOCIAL HOUSING PROVIDER NAME AND ADDRESS]

**Property:** The house [and garden] at [PROPERTY ADDRESS]

**Term:** A fixed term of 60 months from the agreement date. If, at the end of the fixed term the Landlord has not received at least one calendar month's notice in writing, expiring on the last day of the fixed term, to terminate this Agreement, the tenancy will continue as a contractual periodic tenancy. The periods of the contractual periodic tenancy will be the same as those for which rent was previously payable under this Agreement. The periodic tenancy will continue until either the Landlord or the Tenant brings the tenancy to an end in accordance with the provisions of this Agreement.

**Rent:** £[RENT AMOUNT] per calendar month payable in advance on the [DAY] day of every month (<sup>3</sup>**Due Date**) during the term of the tenancy

**1. LETTING**

- 1.1 The Landlord lets and the Tenant takes the Property for the Term at the Rent.
- 1.2 The landlord allows the tenant to run the property as house in multiple occupation and have 7 occupiers MAXIMUM.

**2. INTERPRETATION**

- 2.1 Any obligation on the Tenant in this Agreement not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 2.2 Whenever there is more than one person comprising the Landlord or the Tenant their obligations may be enforced against all of them jointly and against each of them individually.
- 2.3 The Landlord and Tenant do not intend that this Agreement should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay money includes an obligation to pay Value Added Tax in respect of that payment.

### 3. THE DEPOSIT

- 3.1 The Tenant must pay a deposit of ZERO (<sup>3</sup>**Deposit**) to the Landlord or the Landlord's agent on the signing of this Agreement.

### 4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord:

#### 4.1 **Rent, Council Tax and utilities**

- 4.1.1 To pay the Rent in advance on the Due Date without deduction or set off and by the method specified to the Tenant in writing by the Landlord.
- 4.1.2 To pay all Council Tax and to indemnify the Landlord in respect of any Council Tax which (during the tenancy) the Landlord becomes obliged to pay because the Tenant ceases to live at the Property.
- 4.1.3 To pay to the relevant authorities all charges in relation to the supply of electricity, gas or water (including sewerage) services to the Property during the tenancy and to pay all charges for the use of any telephone and cable services at the Property during the tenancy. Where necessary the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this sub clause include standing charges or other similar charges and Value Added Tax as well as any charges which may be made for actual consumption.
- 4.1.4 Not to change any of the service providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change the telephone number(s) allocated to the Property at the date of this Agreement.
- 4.1.6 To pay the television license fee in respect of any television set at the Property.
- 4.1.7 If the Tenant has hired any television, receiver, video equipment, cable equipment or similar to arrange for its return to the hirer at the end of the tenancy.

#### 4.2 **Repair and maintenance of the Property**

- 4.2.1 To use the Property in a reasonable and careful manner and not allow it to deteriorate and to keep the interior of the Property in good and clean condition.
- 4.2.2 To make good all damage caused to the Property (including the Landlord's fixtures and fittings) or to any other property owned by the Landlord through:
- a) any breach of the obligations set out in this Agreement;
  - b) any improper use by or negligence of the Tenant or any person at the Property with the Tenant's permission.
- 4.2.3 Subject to the Landlord's obligations in clause 7 to ensure that all taps, baths, wash basins, WCs, cisterns, domestic water heaters and internal

pipes together with drains, gullies, downpipes and gutters in or connected with the Property are kept clean and open and not to damage or obstruct the pipes, wires, conduit fittings or appliances within or exclusively serving the Property.

- 4.2.4 To keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes, drains, tanks and other plumbing apparatus by cold weather.
- 4.2.5 To test all smoke and carbon monoxide alarms at the Property every month, to change the batteries in each alarm when necessary and to report any faults or problems with the alarms to the Landlord as soon as possible.
- 4.2.6 To replace all light bulbs, batteries and electrical fuses which become defective.
- 4.2.7 To give the Landlord written notice of any damage, destruction, loss or happening to the Property howsoever caused as soon as it comes to the attention of the Tenant.
- 4.2.8 If the Landlord gives to the Tenant written notice of any failure to carry out any repairs which are the obligation of the Tenant under this Agreement to carry out such repairs within a reasonable period of receiving such notice or immediately in the case of an emergency failing which the Landlord or his agents and workmen shall be entitled to enter the Property to perform the said works the cost of which will be paid by the Tenant to the Landlord upon demand.
- 4.2.9 To give notice to the Landlord or proper sanitary authority if disinfection or fumigation is required in consequence of the occurrence of any infectious or contagious illness or infestation of rats, mice, fleas, insects and the like on the Property and (if the problem has been caused by the Tenant its permitted occupiers or visitors) to bear the cost of any remedial action taken and further to pay for the cost of redecoration when necessary and replace or pay for the replacement of any articles which require to be destroyed on account of such infection, infestation or contagion.
- 4.2.10 To clean the windows at least every 12 months and at the end of the tenancy and to replace any damaged or broken glass as soon as possible where the Tenant its permitted occupiers or visitors have caused the damage or breakage.
- 4.2.11 To place all refuse in a proper receptacle and to ensure that rubbish is regularly collected by or on behalf of the local authority.
- 4.2.12 To maintain the garden and keep it free from weeds and litter and not to make any alteration to the layout of the garden or to the composition of trees, shrubs, plants or turf.

#### 4.3 **Access for Landlord**

- 4.3.1 To allow the Landlord and/or his agent or anyone with Landlord's written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided that the Landlord has given reasonable notice (with regard to the work to be

undertaken) beforehand and not to interfere with or obstruct any such persons.

- 4.3.2 In cases of emergency to allow the Landlord or anyone with the Landlord's authority to enter the Property at any time and without notice.
- 4.3.3 During the last 60 days of the tenancy to allow the Landlord and/or his agent to enter and view the Property with prospective tenants or occupiers at reasonable times of the day and subject to reasonable notice (usually 24 hours).
- 4.3.4 To allow the Landlord and/or his agent access to inspect the Property by prior arrangement at quarterly intervals throughout the tenancy and in the final month of the tenancy.

#### 4.4 **Use of the Property**

- 4.4.1 To use the Property as a commercial HMO.
- 4.4.2 Not to do anything on the Property which may be a nuisance to or cause damage or annoyance to the Landlord or the tenants or occupiers of any adjoining property.
- 4.4.3 Not to use the Property for any illegal or immoral purposes.
- 4.4.4 Not to use the Property in a way which contravenes a restriction affecting the Landlord's freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.
- 4.4.5 Not to cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.
- 4.4.6 Not to display any notice or advertisement that is visible from outside the Property.
- 4.4.7 Not to keep on the Property any animal or bird or domestic pet without first obtaining the Landlord's written consent.
- 4.4.8 Not to leave the Property unoccupied for more than 21 consecutive days without giving notice to the Landlord.
- 4.4.9 Not to smoke at the Property.
- 4.4.10 To comply with any planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.
- 4.4.11 Not to apply for planning permission in respect of the Property.
- 4.4.12 Can sublet the property to a 3<sup>rd</sup> party company.
- 4.4.13 Not to permit any person to occupy the property as a lodger.
- 4.4.14 To carry out any checks required to satisfy the "right to rent" requirements under the Immigration Act 2014 in relation to any sub letting or license the Tenant grants, whether authorized by the Landlord or not.
- 4.4.15 Not to do any act or thing which may make void or voidable any policy of insurance on the Property (details of which policy have been provided to the Tenant) or which may cause an increased premium to

be payable and to repay to the Landlord on demand all sums from time to time paid by way of increased premiums and all expenses incurred by the Landlord in relation to any renewal of such policy made necessary by a breach of this sub-clause.

4.4.16 Not to make or have made any duplicate keys to the Property nor to replace or add any new locks to the Property without the previous written consent of the Landlord (except in emergency) and the Tenant undertakes that one full set of keys to the new locks shall at the Tenant's expense be provided to the Landlord or of the Landlord's agent.

4.4.17 Agreed to redecoration of the property including new carpets, painting.

4.4.18 Allowed to erect a satellite dish.

#### 4.5 **Notices and legal matters**

4.5.1 Within 7 days of receipt of any notice direction or order affecting or being likely to affect the Property to deliver a copy of such notice to the Landlord and not to do anything as a result of the notice direction or order unless reasonably required to do so by the Landlord.

4.5.2 To forward to the Landlord within 7 days of receipt any post or other items delivered to the Property addressed to him.

4.5.3 Promptly on request by the Landlord to comply with such checks and provide such documents as are reasonably required by the Landlord certifying the "right to rent" of all adult occupiers of the Property.

4.5.4 Where any adult occupier of the Property has a time-limited "right to rent" to provide to the Landlord such proof of their continued "right to rent" as is reasonably required by the Landlord from time to time.

4.5.5 To notify the Landlord promptly if the immigration status of any adult occupier of the Property changes such that the "right to rent" is lost.

#### 4.6 **End of the tenancy**

4.6.1 At the end of tenancy to remove Tenant's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

4.6.2 To hand over the Landlord or the Landlord's on the last day of the tenancy all keys to the Property and if the Tenant fails to comply with this sub-clause the Landlord shall have the right to change all security locks of the Property at the Tenant's expense.

4.6.3 If the Tenant's belongings or any items belonging to members of the Tenant's households shall not have been removed from the Property at the end of the tenancy:

a) if the remaining items prevent the Landlord from re-letting the Property to pay the Landlord damages at the rate equal to the rent then payable for the Property until the Tenant shall have removed all such items; and

b) if the Tenant fails to remove the goods in a reasonable time the Landlord will be entitled to remove the goods and the Tenant agrees to indemnify the Landlord for all reasonable expenses

incurred in the removal and/or storage or disposal of the goods.

#### 4.7 **Landlord's Costs**

- 4.7.1 To indemnify the Landlord against all reasonable costs and expenses arising from any breach of this Agreement by the Tenant.
- 4.7.2 To indemnify the Landlord in respect of all reasonable costs incurred by the Landlord in enforcing the terms of this Agreement against the Tenant.
- 4.7.3 To pay all reasonable expenses incurred by the Landlord in preparing and serving:
  - a) any notice under section 146 of the Law of Property Act 1925 even if forfeiture is avoided without a court order;
  - b) a schedule of dilapidations recording the Tenant's default as regards the state of the property at the end of the tenancy.

### 5. **LATE PAYMENT OF RENT**

If any Rent shall without prior agreement be in arrears for 2 days after the same shall have become due (whether formally demanded or not) interest at 2% above the base rate of Barclays Bank plc shall be payable by the Tenant.

### 6. **FORFEITURE**

If the Rent is at least 21 days overdue (whether formally demanded or not) or if there has been a substantial breach of any of the Tenant's obligation in this Agreement the Landlord may forfeit the tenancy (i.e. bring it to an end) and recover possession of the Property. Charging the total remaining time left on the lease.

#### THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:

- 6.1 That the Tenant may run the property as a house in multiple occupation to the maximum of 7 tenants
- 6.2 To return to the Tenant any Rent payable for any period during which the Property has been made uninhabitable provided that the Property has not been made uninhabitable by the wilful destruction or negligence of the Tenant.
- 6.3 To repair the structure and exterior of the Property including drains, gutters and external pipes.
- 6.4 To repair and maintain in working order the apparatus in the Property for the supply of water, gas and electricity and all sanitary apparatus and the central heating and hot water systems.
- 6.5 To comply with the Landlord's obligations in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and testing of smoke and carbon monoxide alarms.
- 6.6 That the Tenant is not required to repair damage to the Property where the Landlord can claim the cost of repairs under any insurance policy maintained by the Landlord provided that this exception will not apply if the Landlord cannot obtain the insurance proceeds because of the Tenant's acts or default

or those of the Tenant's permitted occupiers or visitors.

7. **TERMINATION**

7.1 No termination to this agreement unless the full outstanding term is paid in full.

8. **JURISDICTION**

This Agreement shall be governed by the law of England and Wales.

SIGNED by Social Housing Holdings Limited

Landlord

SIGNED by

SIGNED by [TENANT]

Tenant

SIGNED by