

COMPANY LET AGREEMENT FOR HMO PROPERTY

This tenancy agreement is used when a company is taking the tenancy of the property.

Date: 02/09/2021

This agreement is between us:

AGENT (Apollo Letz Ltd.)

The landlord: ~~XXXXXX~~

and you: ~~XXXXXX Property Limited, 150 Capability Green, XXXXX~~

The rent is: £520 every: calendar month

The rent must be paid in advance. The first rental payment is for the rental period beginning on the start date specified in A2. After that rent is to be paid on the first day of every rent period which follows while the tenancy lasts.

A We let out the property at:

1 Flat 2, 23 Agincourt Road Coventry

to you, as well as the furniture, fixtures and household belongings that are on the list that you and we signed. The amount of rent is shown on the previous page and both you and we must keep to the terms below.

2 You will have the property and the furniture for a period starting on 10/09/2021 to 09/09/2022

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

3 This agreement is a company-let tenancy. The arrangements in section 146 of the Law of Property Act 1925 for the landlord to repossess the property apply to this agreement.

4 We will let the property to you to use the as a residential HMO in the occupation of you and Permitted Occupiers.

5 Permitted Occupiers shall be defined as any occupier placed into the property under a licence at your discretion.

6 No animals are allowed in the property without our permission. We may withdraw this permission if we have good reason.

7 You have to pay a deposit of £520

We will not pay you interest on the deposit. You will get it back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property. If you do not do so, we may take from your deposit any rent legally owed to us, or other money legally owed to us or the reasonable cost of making good any damage for which you are responsible. Where appropriate, we will keep the deposit until you produce satisfactory proof that you have paid the utility bills (electricity, gas, water and phone) for the property. If you fail to provide proof, we may have to pay any charges you owe and claim them back. If we cannot agree any of these amounts for any condition you break, the matter will be decided by the county court unless we can agree some other way of sorting out the dispute.

8 You cannot use the deposit to pay rent under this agreement.

9 If you owe rent or any other money, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 2% above the rate used by the Royal Bank of Scotland. This rate will apply before, as well as after, a judgment has been made against you, depending on the terms of the court judgment.

10 We may keep keys to the property.

11 We may remove, store, sell or otherwise get rid of any furniture or goods which you refuse or fail to remove from the property at the end of the tenancy. Normally we will store your furniture or goods for a minimum of 14 days after the end of the tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this 14 day period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). Any remaining items will not be sold or disposed of without us first contacting you to notify you or, if we are unable to do so, taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs (including any storage costs) and any money you owe us from any money made from selling furniture or goods.

12 If there is shared access to the property you are entitled to use the shared entrance, stairways, halls, landings and so on to the property but we may come on to the property if this is necessary to access other parts of the building.

13 Inclusive Payments:

(yes = included in rent, no = not included and to be paid separately by the Tenant (if payable))

Water charges: Yes

Council Tax (or similar charge which replaces it): Yes

Gas: Yes

Electricity: Yes

Television license: Yes

Broadband: Yes

14 The maximum allowance for all Inclusive Payments payable by the Landlord is £800 for the duration of the tenancy.

B You must do the following:

1 Pay rent on the days and in the way we have agreed.

2 Keep the inside of the property in good condition. Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.

3 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, if it applies, the building in which the property is based and any shared areas, replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good the damage or we may give you written notice asking you to repair the damage within a reasonable period of time depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may enter the property (after giving you at least 24 hours' notice in writing) and carry out the work. You will have to pay us for the reasonable cost of this work.

4 Unless explicitly agreed to the contrary, pay all electricity, gas, phone, water, council tax bills WiFi and so on relating to the property which apply during your tenancy.

5 Take reasonable precautions for preventing frost or similar damage to the water supply. If the property is going to be empty overnight or for more than 12 hours, you must leave enough heating on to prevent the water system from freezing or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water.

6 Whenever you leave the property unattended, you must lock all the doors and windows. You should tell us in writing if the property is going to be empty for more than seven days in a row.

7 If you move out of the property before this agreement ends, you must pay our reasonable costs for letting the property and pay the rent until a new tenant moves in. We do not have to take the property or tenancy back early unless we want to do so.

8 Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or do other work which we must carry out by law. We will normally give you at least 24 hours' written notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.

9 Tell us about any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or in the shared areas.

10 Park vehicles in your garage (if there is one) or on your parking space only, if any, without causing an obstruction.

11 Pay the reasonable costs for replacing the locks if you fail to return any key.

12 Pay any reasonable costs for getting replacement keys.

13 Allow possible new tenants and buyers to look at the property (on at least 24 hours' written notice).

14 Defrost the fridge regularly. You will be responsible for any damage that is caused because you have not done this.

15 Be responsible for looking after the garden. You must keep it tidy and cut any grass regularly.

16 Pay our reasonable charges for preparing and checking any inventory or condition schedule at the beginning and end of the tenancy.

17 At the end of the tenancy, leave the property and our fixtures and fittings in good condition and free from rubbish.

18 You must carry out all Right to Rent checks as set out by s22, Immigration Act 2014, on any licencees, or other occupiers you allow to reside at the property and you will compensate us for any losses, damages, costs, or fines we face as a result of you failing to carry out any such Right to Rent check correctly.

C You must not do the following:

1 Alter or add anything to the property or the furniture, fixtures and household belongings that are on the list that you have signed. You must not bring into the property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations. You can get information about these regulations from your local Trading Standards office.

2 Anything which may be a nuisance or annoy us or the neighbours.

3 You must not play any radio, record player, television or similar equipment or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your home between 11 pm and 7.30 am.

4 Bring any furniture into the house without our permission.

5 Tamper with any fire precautions.

6 Use Blu-Tack or any similar type of adhesive on the walls.

7 Transfer, sublet or give up the property, or any part of it.

8 Carry out any profession, trade or business in the property.

9 Use the property as anything other than a residential HMO.

10 Use any paraffin or portable gas heater.

11 Display any permanent notice on the property.

12 Block or allow guests to block any of the shared areas, if this applies.

13 Smoke inside the property.

D We agree to do the following:

1 Allow you to use the property as a residential HMO, ensuring all necessary planning requirements and buildings control regulations have been met.

2 Ensure the property meets the requirements of the HMO Licence granted by Coventry City Council.

3 Take all necessary steps to ensure that the HMO Licence remains valid and in place for the duration of this agreement.

4 Keep the property insured against fire and other usual risks as long as insurance cover is available.

5 Let you have free access to the steps, entrance hall, stairs and all shared areas if this applies.

6 Be responsible for 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.

7 Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations.

8 Give you any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other damage that we are insured for.

9 Where we are responsible for utilities, Council Tax and WiFi we will ensure bills are paid promptly and without any disruption to you or Permitted Occupiers.

10 Keep the structure and outside of the property in good repair.

11 Keep the gas, water, electricity, heating and water-heating installations in good repair and proper working order.

12 Refund any rent you have paid which relates to a rental period which starts after the tenancy ends.

E If we need to serve any notice on you (including any notice which the law says we must give you), we will deliver it by hand or send it to you by first-class post to your registered office address. This means that notices are served on you once they are put through your letterbox, even if you have not seen them because you have moved. **If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.**

If you need to serve a notice on us, you must deliver it by hand or send it by post to the following address.

c/o Apollo Lets Lytchett House, 13 Freeland Park Wareham Road, Lytchett Matravers, Poole, England, BH16 6FA

This address may change.

F We may take steps to repossess the property if:

- you fail to pay us rent 14 days after it is due, whether or not you have been asked for it;
- you break any of the terms of this agreement;
- you go into liquidation; or
- a receiver or administrator is appointed for you or any of your property or assets.

IMPORTANT WARNING: We need a court order to repossess the property. You should contact a solicitor, citizens advice bureau or legal advice centre, who will tell you what this means.

The tenant has permission to fit CCTV in the communal areas. The CCTV will be removed at the end of the tenancy and any cosmetic damage will be repaired.

Our signature and your signature:

~~Evans Property Limited~~ signed on 20/09/2021:10:20:22