

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 sent by registered or recorded delivery post (if the letter is not returned undelivered) 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 Guidance on Unfair Terms in Tenancy Agreements originally published by the Office of Fair Trading which has now been adopted by the Competition and Markets Authority.
7. Where the tenancy becomes a periodic tenancy at the end of the fixed term period either party must give at least 28 days' notice (or one month in the case of a monthly tenancy) 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.

More Information

For more information on using this tenancy agreement please refer to our website: www.letlink.co.uk



THIS AGREEMENT is made on the date specified below 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 28 / 01 / 2021

Landlord(s) Vince
O'Connell
Landlord Address:

The barn Webb's heath lodge BS30 5LX Note: Under s.48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) << Bosancu Andrei regal stay >> **Tenant(s) Email** (see clause 14)<< Bosancuandrei@gmail.com>>

Property The dwelling house known as << 3 Buckingham Place Clifton Bristol BS8 1LH >>

(insert the maximum number of all occupiers – see clause 5.8)

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 << 36 months >> commencing on << 30th April 2021 >>

Rent £ << 1,100 >>

Payment in advance in cleared funds by equal **payments** on the
Payable by standing order (other payment methods may be mutually agreed in writing)

Deposit A deposit of £ <<1,275 >> is payable on signing this Agreement, along with first month's rent of
£<<1,100 >>

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 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

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 an Approved Occupier [and his family]

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

(c) An Approved Occupier means a respectable and responsible person(s) [and his family] appointed by the Company and previously approved in writing by the Landlord

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

(3.3) The Tenant shall inform the Landlord in advance of any change of Approved Occupier

(3.4) 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 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 and telephone 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 reasonable administration charge 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) The landlord has given full consent to sublet the property to tenant

the Landlord's written consent, such consent, if granted, to be revocable, on reasonable grounds by the Landlord

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

(5.3) 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

(5.4) The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Permitted 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

(5.5) **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 his family or his visitors

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

(6.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(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 the occupier, a member of the occupier's family or his visitors or any other permitted occupiers

(6.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks 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 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 the Approved Occupier or his family 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 breach of the agreements on the part of the Tenant in this Agreement

(7.3) The Tenant agrees to refund any sum repayable by the Landlord or his Agent to the Local Authority or the Department of Work and Pensions in respect of errors or overpayments of Housing Benefit, Universal Credit or equivalent housing support

(7.4) 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

(7.5) 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

(7.6) 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

(7.7) 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

(7.8) 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 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 Agent in securing the Property against re-entry where keys are 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

13. Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant. Such notice(s) 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 the Tenant at the email address(es) 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. *[The Tenant(s) Email may be left blank where the Tenant does not agree to this clause]*

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

- a) If the Landlord << **Vince O'Connell** >> terminates the contract during the lease period he/she must provide a two months' notice to the named tenant. << **Bosancu Andrei** >> this can only be done after year 1
- b) If the landlord << **Vince O'Connell**> terminates the contract during the lease period he/she is responsible for paying back the cost of the furniture to the named tenant. << **Bosancu Andrei** >>
- c) The landlord must pay back 100% of furniture costs to the named tenant in (year 1) payback 70% if terminated in (year 2) payback 50% if terminated in (year 3) if the named tenant(s) << **Bosancu Andrei**>> activates the break clause during the lease period all furniture will be given permanently to the named landlord << **Vince O'Connell** >> free of charge.
- d) The landlord agrees to give the property unfurnished with the consent for the named tenant(s) to self-furnish
- e) The landlord agrees for tenant to install lockboxes.
- f) The landlord agrees to give 2 weeks rent free to << **Bosancu Andrei** >> to complete the necessary works (interior design) and furnish on the property
- g) **The landlord << Vince O'Connell >> gives <<Bosancu Andrei >> complete permission to short term – holiday let the property.**
- h) The lease agreement will have a break clause inserted for year 1 for the named tenant(s) << **Bosancu Andrei** >>

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

Special conditions: *(attach a separate sheet if necessary)*

SIGNED by the LANDLORD(S) :-

(or the Landlord's Agent)

.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

SIGNED by the TENANT: -

.....

Position in Company:

In the presence of:-

Name

Address

.....

Occupation

Witness Signature