

This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19a of the Housing Act 1988 (as amended by the Housing Act 1996) and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply.

TENANCY AGREEMENT
Dated.....01/08/2024.....

BETWEEN

.....Gurprit Johal T/A Johal Housing Limited.....
16/18 Wheatley Lane, Halifax, West Yorkshire, HX3 5EU
(Hereinafter called “the landlord” which expression included whoever for the time being owns the interest in the Premises which give the right of possession thereof at the end of the tenancy)

AND

...REMIGUS EKWUGHA & SANDRA EKWUGHA...

.....
(herein after called “the tenant”)

RELATING TO

8 Rushworth Street, Halifax, West Yorkshire, HX3 5ET

Being one dwelling (hereinafter called “the Premises”) together with the use if applicable of the entrance hall, lift, staircase and other doors of communal area and the garden or yard or the like thereof and together with furniture, fixtures and effects (hereinafter called “the Contents”) now in or at the Premises and more particularly specified in the inventory signed by or on behalf of the parties hereto the sole occupation of

8 Rushworth Street, Halifax, West Yorkshire, HX3 5ET

In accordance with Sections 47 & 48 of the Landlord and Tenant Act 1987, Notice is hereby given that the address at which Notices (including Notices in proceedings) may be served by the tenant on the landlord at:

WHEREBY it is agreed as follows:

1. The Landlord lets and the tenant takes all those aforementioned Premises known as
For a term certain of: **12 MONTHS** (See Special Conditions)*

Commencing and including. 1st August 2024

Expiry date 31st July 2025

At a rental of £800 PCM

Payable without deduction on or before the 1st day of the month in advance by the
bankers order or other means as agreed between parties.

2. **The tenant agrees:**

2.1 To pay the said rent on the days and in the manner aforesaid, whether demanded
or not; the first payment being proportionate if applicable and not to reduce such payment
by making and deduction from it or selling any sum against it

2.2 To pay by the way of additional rent a sum of £17.63 for each and every reminder
sent to the tenant by the landlord if the rent has not been received within 7 days of being
due

2.3 To deposit with the landlord the sum 1 Months rent plus £100 being the sum of
£900 to be held as stakeholder as security for compliance by the tenant with the
obligations of the tenant under this agreement (including the obligation to pay rent) and
the payment holding and the use of the same shall be without prejudice to any other rights
or remedies of the landlord whether express or implied

4. If recourse shall be had to the deposit during the tenancy the tenant shall forthwith on
demand by way of additional rent pay to the agent such amount as shall be required
to restore the amount of the deposit to the sum herein before specified

5. Within 28 days of the determination of the of the tenancy (howsoever the same may
be determined) the landlord shall retain such part of the deposit shall be deemed
necessary and agreed by the tenant and the landlord to enable the landlord as at the
date of such determination to make good any breach or non compliance by the
balance of such sum. If the deposit shall be insufficient for the purposes aforesaid the
tenant shall pay the landlord forthwith on demand such further sum as shall be
required for such purposes

6. No interest will be paid on the deposit

7. Any bank charges incurred by the landlord through a cheque of the tenant being
dishonoured or any interest accrued on late rental payments will be deducted from the
deposit if they have not been paid by the tenant

8. Not to use monies held on deposit for rental payment purposes during the period of
the tenancy

9. Any interest accrued on deposit monies shall be retained by the landlord

10. To pay promptly to the Authorities to whom they are all due all charges for gas fuel
oil and electricity supplied at the property together with the telephone charges
(including the rental of apparatus)

11. To pay promptly to the Authorities to whom they are due all water rates taxes service charges and other outgoings in respect of the Premises during the tenancy and any continuation thereof
12. Not to change utility suppliers without the written consent of the landlord
13. Not to install a water meter without the written consent of the landlord
14. To pay the Council Tax in respect of the Premises during the said term and continuation thereof
15. To purchase a television license for any television set at the property whether belonging to the landlord or tenant or tenant or hire company
16. To use the Premises in a tenant-like manner at all times throughout the tenancy and to keep the Premises in the same repair and condition as specified in the said inventory (fair wear and tear accepted) and not to carry out any decoration to the premises nor any part thereof without the prior written consent of the landlord and not to alter or to interfere with the arrangement of the Premise or the fixtures and not to alter or to interfere with the arrangement of the Premise or the fixtures and fittings therein or alter injure or affix anything to the walls or damage the floors wiring pipes or drains and not to alter or extend any electrical wiring, plumbing or gas installation and to notify the landlord immediately of any breakages or damage to the items on the specified inventory.
17. To keep the doors windows and skylights including the glass in the doors window and skylights in a good state of repair and clean condition
18. To keep the furniture and effects specified in the inventory together with the interior of the Premises clean and in the same condition as the commencement of the tenancy (fair wear and tear accepted) and to immediately replace with articles of the same sort and equal value such as may be lost broken damaged or destroyed or to compensate the landlord in damages for any omission to replace or repair and make good any articles as be damaged and not to permit or allow any of the said furniture or effects to be removed from the Premises other than for necessary repairs without the written consent of the landlord
19. To ensure that the Premises are properly ventilated and to allow thorough circulation of fresh air at regular intervals and to be responsible for removing cleaning and leaving in good clean order any areas of blackness caused by condensation or lack of ventilation
20. To place all refuse in a proper receptacle and ensure that it is regularly collected by the local authority such receptacle to be kept in a place approved by the Landlord and to responsible for removing from the Premises any discarded items not normally collected by the Local Authority
21. To ensure that electrical gas and other appliances are kept in good working order and to pay for the immediate replacement of any parts which have become defective through negligence or ill-treatment by the tenant or any invitee of the tenant and to

replace light bulbs fluorescent tubes fuses batteries and tap washers which have become defective

22. To have the chimneys (if any) belonging to the Premises thoroughly swept and clean when reasonably necessary and in any case at least once between months of October and March and to provide a receipt to the landlord to that effect if demanded
23. To have all the windows cleaned inside and out at least once a month and to leave all windows clean inside and out at the termination of the tenancy
24. Not to park any car caravan motorcycle boat or any other vehicle on any part of the Premises except those areas as specifically designated for the purpose by the landlord
25. Subject to landlord's obligations in clause 3.2 hereof to ensure that all sanitary ware including taps baths washbasins cisterns waste and other internal pipes together with drains down pipes and gutters at the Premises are kept clean and open and not to damage such ware or pipes serving at the Premises.
26. To take all measurements to prevent the build-up of limescale on taps toilet pans and any other sanitary ware and to be responsible for the removal of any accrual using a recognised cleaning agent
27. To make good all damage caused at the Premises through any breach of the obligations in clause 2.17 hereof through improper use of negligence of the tenant of his invitee or through the stopping up bursting overflowing or leakage of any of the taps baths washbasins cisterns W.C's pipes fittings or apparatus PROVIDED THAT this sub clause shall not impose any liability upon the tenant which is cast upon the landlord by section 11 of the Landlord and Tenant Act 1985 as amended by section 116 of Housing Act 1988 and the Gas Safety (installation and use) Regulations 1998 as amended.
28. To give notice to the Landlord and proper sanitary Authorities as necessary in the event of disinfection or similar being required as a result of any infectious or contagious illness or infestation by rats, mice, fleas, insects and the like and to bear the costs of any remedial action where it is found to be necessary in the opinion of the landlord as a result of negligence on the part of the tenant
29. To carry out repairs which are the obligation of the tenant under this agreement failing which the landlord shall be entitled to enter the Premises to perform the said works and the costs will be paid by the tenant to the landlord upon demand
30. To keep or procure to be kept the garden at the premises (if any) in good order, the grass cut and the borders free from weeds and not to remove or otherwise injure any tree shrub or plant growing upon the premises or alter the general character of the garden and to cut, trim and keep tidy all conifer privet and other boundary hedges throughout the tenancy and to cultivate the garden in a responsible manner according to the season of the year and similarly to tend and keep in good heart and houseplants in the Property
31. To notify the landlord in writing whenever the Premises will be unattended for a period of more than 14 consecutive days and in such event the tenant agrees to comply with the obligations contained in the landlord's insurance policy in respect of the vacant and empty premises

32. Whenever the premises are left unattended to fasten securely all locks fitted to doors and windows of the Premises and to ensure that the burglar alarm (if installed) is activated
33. To take adequate precaution during the winter months to avoid damage from the freezing and bursting of pipes PROVIDED this clause shall not oblige the tenant to lag or otherwise protect pipes that are not already lagged or protected
34. To give written notice to the landlord immediately any damage destruction or adverse happening is occasioned at the Premises
35. To allow the landlord to enter the Premises after giving 48 hours prior notice (except in an emergency) with or without workmen to inspect the state of repair and decoration thereof and to paint the outside of the building or carry out works to the property or to make general inspection
36. To give to the landlord any notice received concerning the premises or any correspondence received not addressed to the tenant and in particular to notify the landlord of any correspondence with specific reference to the Party Walls etc 1996
37. Not to assign underlet charge or part with possession of or share the Premises or any part thereof and not to sell or offer for sale assign underlet or create or allow to be created any lien upon contents or any part thereof and not to take in any lodger or paying guest
38. Not to carry or allow to be carried upon the Premises or any part thereof any profession trade or business whatsoever and not to use the Premises otherwise than for the purpose of private residence by the tenant
39. Not to do or suffer to be done any act or thing which may render the insurance policy on the Premises void or voidable or which causes an increased premium to be payable and to repay to the landlord on demand all sums from time to time paid by way of an increased premium and all expenses incurred by the landlord should any renewal of such policy be rendered necessary by a breach of this sub-clause
40. Not to use or allow the Premises to be used in any illegal or immoral purposes and not hold any sale by auction thereon nor to do nor to cause nor allow members of the household or visitors to cause nuisance or annoyance to other persons in the locality or to any agent employee or contractor of the landlord; this clause to include the playing of music at unreasonably loud levels
41. Not to use the Premises or any part thereof for activities that are dangerous offensive noxious or noisome and not to use allow to be used or keep any illegal drugs or substances on the premises
42. Not to use the loft cellar garage or outbuildings (if any) for storing any of the landlords belongings without the prior written consent of the landlord
43. Not to make a claim against the landlord or the landlord's insurers for any recompense or compensation for damage suffered in the event that the washing machine or tumble dryer (if any) malfunctions for whatever reason and causes damage to the tenants contents
44. Not to make a claim against the landlord for any loss or inconvenience suffered in the event that the refrigerator or freezer (if any) ceases to function with the result that

stored goods thaw or become damaged or unfit for human consumption and as a consequence require to be destroyed or discarded

45. Not to cause or allow the accrual or offensive or inflammable material to collect in or on premises including any garage or outbuilding and not to use any form of heater or appliance requiring fuel of a dangerous nature in or upon the premises including any garage or outbuilding
46. Not to erect or permit to project from the premises any wireless satellite dish or communications aerial without the prior consent of the landlord
47. At the expiration or sooner determination of the tenancy hereby created to yield up the premises and all fittings and fixtures therein together with the contents or substituted contents in such a state of repair conditions and cleanliness as shall be in accordance with the stipulations herein contained and to ensure that furniture and effects are in the rooms and places in which they were at the commencement of the tenancy
48. If the tenant or representative of the tenant shall not keep an appointment made with the landlord to carry out a routine visit or to check the inventory at any time during the tenancy or to check the property again after a tenant's departure when further works have been required then the tenant shall pay the charge of £41,12 being the cost incurred by the landlord in making and attending a second appointment
49. Following the tenant's vacation if any goods or possessions remain at the property the tenant shall pay to the landlord a rent at the equivalent rate previously paid until such times as all goods are removed. In the event of them not being removed after seven days, the landlord shall be entitled to remove them from the Premises and charge the tenant for the cost of removal and disposal in addition to those charges as detailed in 2.50 of this agreement
50. To allow any person who reasonably needs access in order to inspect repair or clean neighbouring premises to enter at any reasonable time such person giving at least two days notice and making good any damage to the premises promptly
51. To permit the landlord or those with written authority from the landlord during the last six weeks of the tenancy (howsoever determined) or at any time during the tenancy in the event of the landlord wishing to re-let or sell otherwise deal with its reversion at reasonable times of the day to view the Premises by prior appointment. If the tenant is unable to grant access to the landlord the tenant hereby authorises the landlord to use his own key to gain access within three days of making such a request
52. To indemnify and hold harmless the landlord against all costs and expenses howsoever arising from any breach on the part of the tenant of this agreement

2. The Landlord agrees:

1. To provide and maintain the Premises and contents in good repair during the tenancy except in respect of damage caused by the tenant or any invitee insofar as the tenant is liable to keep the premises in repair under clause 2 hereof
2. To maintain all gas electrical appliances and central heating system (if any) and to make good or replace any part of the tenant or the invitee
3. To keep the premises and those contents offered with the letting insured against fire and the usual comprehensive risks

4. The tenant paying the rent and observing the stipulations on the part of the tenant herein contained shall peaceably hold and enjoy the Premises during the tenancy without any interruption by the landlord or any person lawfully claiming under or in trust for the landlord
2. If the premises shall be destroyed or damaged by any insured risk so as to be unfit for habitation and use the rent shall cease to become payable until the Premises have been rendered fit again for occupation and provided that the landlords insurances shall not have been made void as a result of any act by the tenant or invitee then the tenant may terminate the tenancy forthwith by giving written notice to the Landlord
3. PROVIDEE ALWAYS and it is hereby agreed that the rent or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or any of the foregoing covenants or stipulations on the part of the tenant have been performed and in particular relating to ground 8 in Part 1 Schedule II of the Housing Act 1988 (as amended) or if the tenant for the time shall become bankrupt the landlord may at any time thereafter re-enter upon the Premises and resume possession of the contents and thereupon this tenancy shall determine but without prejudice to any right of action or remedy to the landlord in respect of any breach of the tenants stipulations herein contained
4. the landlord warrants that he is the sole owner of the leasehold or freehold (as the case may be) interest in the premises and that all contents necessary to enable him to enter into this agreement have been obtained
5. the landlord warrants that if appropriate all furniture soft furnishings beds mattresses pillows and cushions supplied by the premises comply with the provisions of the furniture and furnishings (fire)(safety) Regulations 1988 and the Furniture and Furnishings (fire)(safety)(amendments) Regulations 1993
6. The landlord warrants that he will comply with the gas safety (installation and use) Regulations 1998 by ensuring that a copy of the safety certificate is given to the tenant at the tenant commencement with 14 days of any subsequent check being undertaken and the landlord or agent will provide the tenant with the last record of ant check undertaken and further the landlord shall retain a record of such check
7. The property is subject to a mortgage granted before the beginning of the tenancy and the provisions for recovery of possession by a mortgage under Grounds 1 and 2 of schedule 2 of the Housing Act 1998 and section 7(6) of the Housing Act 1988 apply accordingly. If the landlords mortgage shall be entitled to forfeit this agreement power of sale then the landlord as the existence so such an entitlement does not amount to a power for the landlord to determine the tenancy at any time earlier than six months from the beginning of the tenancy within the meaning of section 20 (1) (b) of the said Act
8. WHERE MORE THAN ONE PERSON is party hereto as tenant the expression 'the tenant' shall where the context admits include all or either in any such persons and their liability in respect of the obligations on the part of the tenant contained or implied shall be joint and several

9. in this agreement reference to the masculine gender shall include reference to the female gender and reference to the singular shall include the plural
10. Any obligation to pay money other than rent refers to a sum exclusive of Value Added Tax and any Value Added Tax charged on it is payable in addition
11. the premises are let with the benefit of any rights which until now have been enjoyed over the premises by the owners of adjoining property
12. any reference to a statute includes any amendment or re-enactment of it (whether made before or after the date of this agreement) and any secondary legislation made under that statute
13. Any agreement by the tenant not to do any act or thing includes an agreement not to allow anyone else under control of the tenant to do that act or thing
14. Any Notice given by or on behalf of the landlord or any document to be served on the tenant shall be deemed to have been served on the tenant even if the tenant could not physically receive it if it is
 - 14.1.a) Left at the property
 - b) Sent by ordinary post properly addressed to the tenant by name at the property
- 16.2 Any Notice given by the tenant any document to be served on the tenant shall be deemed to have been served if it is
 - A) Sent by ordinary post to the landlord properly addressed to the landlord by name
- 14.2. Any notice or other document left at the property or the offices of the landlord shall be deemed to have been served on the day it was left or if any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted
15. The Contract (Rights of third Parties) Act 1999 shall not apply to this agreement and unless specifically herein provided no person other than the parties to this agreement shall have any rights under it nor shall it be enforceable by any other person other than the parties to it.
- 16. Special Conditions**
 - The Tenant will have the automatic right to renew this tenancy only after 12 months. This is subject to the tenant meeting the standard terms of this assured shorthold Tenancy.
- 16.1. It is agreed that the rent shall not increase more than 5% per annum
- 16.2. Deposit will be forfeited if tenant leaves within the time of the contract

**SIGNED AS AGREED by the said
(Tenants)**

REMIGUS EKWUGHA & SANDRA EKWUGHA

Being the TENANT

WITNESS (print name)Hassan Mohideen.....

WITNESS SIGNATURE



ADDRESS11 Carlton House Terrace.....

.....Halifax.....

.....HX1 3LD.....

OCCUPATIONClaims Handler.....

SIGNED AS AGREED on behalf of the Landlord Johal Housing Limited



Being the LANDLORD

WITNESS (print name)Harjinder Johal.....

WITNESS SIGNATURE



ADDRESS16/18 Wheatley Lane....

.....Halifax.....

.....HX3 5EU.....

OCCUPATIONManaging Director.....