

AGREEMENT for an Assured Shorthold Tenancy under the Housing Act 1988 as amended by the Housing Act 1996

DATE 17TH January 2017

BETWEEN **Smart Hotels LTD**

Of POINTWEST 1040 Uxbridge Road UB4 ORJ

The company is a Housing Provider specializing in homeless prevention and working towards resolving the homeless crisis.

(Hereinafter called "the Landlord" which expression shall include the person for the time being entitled to the reversion immediately expectant on the determination of the tenancy hereby created) of the one part

(Hereinafter called "the Tenant" which expression shall include successors in his title) of the second part.

Whereby it is agreed as follows:

The Landlord lets and the Tenant takes the property known as **G05 Ground Floor Flat 1040 Uxbridge Road UB4 ORJ**, (hereinafter called "the Premises") which is a dwelling being a one bed unit, together with the fixtures and effects therein upon an Assured Shorthold Tenancy within the meaning of Section 20 of the Housing Act 1988 as amended by the Housing Act 1996 for the period of **17th January 2017 to 16th January 2018** with a 6 month break clause, at the rent of £700.00 per calendar month, payable in advance each month.

1. The Tenant agrees:

- (1) To pay the said rent on the days and in the manner aforesaid clear of all deductions whatsoever;
- (2) To pay for all charges for the gas and electric current supplied to the Premises during the tenancy together with all charges (including rental or other necessary charges) for the use of the telephone at the Premises during the tenancy and the costs of reconnecting such services if they are withheld owing to any act or omission of the Tenant;
- (3) To keep all parts of the Premises including the Landlord's fixtures and effects in good and tenantable repair and in good decorative state, fair wear and tear, damage by accidental fire and repairs agreed to be done by the Landlord excepted;
- (4) Not to assign underlet charge or part with occupation of the Premises or any part thereof and not to grant any license or licenses to occupy the Premises or any

part thereof;

- (5) Not to share possession or take in any other occupier without the written consent of the Landlord or the Landlords agents;
- (6) Not to use the Premises or any part thereof for any purpose other than that of a private residence;
- (7) Not to carry on upon the Premises any profession trade or business or let apartments or rooms or receive paying guests or lodgers or place or exhibit any notice board or notice on the Premises;
- (8) Not to use the Premises for any illegal or immoral purposes;
- (9) Not to do or permit or suffer anything in the Premises (or any building of which the Premises forms part) which may be or grow to be a nuisance or annoyance to the Landlord (or any superior Landlord) or to any occupier or tenants of any adjoining or neighboring premises or to any occupier or tenants of any part of any building of which the Premises forms part or which may render void or avoidable any insurance policy on the said Premises or which may cause the premium of any said policy to be increased;
- (10) Not to damage injure or make any alteration to the Premises or any part thereof;
- (11) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Premises and any notice order or proposal relating to the Premises (or building of which the Premises forms part) given made or issued under by virtue of any statute regulation order direction or bye-law by any competent authority;
- (12) To permit the Landlord or the Landlord's agent upon giving 48 hours prior written notice (except in the case of emergency when no notice shall be required) to enter upon the Premises with or without workmen and equipment and to view the state and condition thereof and if necessary to carry out any repairs alterations or other works;
- (13) To pay all fees expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant of any breach of any of the covenants on the part of the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the court;
- (14) To notify the Landlord promptly after any event which causes damage to the Premises or which may give rise to a claim under the insurance of the Premises;
- (15) Not to leave the Premises vacant for more than 30 consecutive days and to keep the Premises locked and secure when they are vacant;
- (16) Not to change or add locks to the outer doors of the Premises nor to make any duplicate keys thereto but to return all such keys to the Landlord at the end of the tenancy;
- (17) Not to apply to change the telephone number of the Premises;
- (18) To pay for the professional cleaning of the Premises and all the contents thereof at the end of the tenancy if required at the discretion of the Landlord's agent;
- (19) Within the last month of the tenancy agreement to permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter and view the Premises with prospective tenants or purchasers thereof and to erect for sale

or to let signs;

- (20) At the determination of the tenancy to yield up to the Landlord the Premises (fixtures and effects) properly repaired decorated and kept in accordance with the obligations herein before contained and to remove from the Premises all the Tenant's effects;
- (21) Not to remove any of the said fixtures and effects from the Premises;
- (22) To keep the said fixtures and effects in their present state of repair and condition (reasonable wear and tear and damage by accidental fire only excepted) and to replace with similar articles of at least equal value or if the Landlord so requires to pay to the Landlord the value of any part of the said fixtures and effects which may be destroyed or damaged (except as aforesaid) as they are incapable of being returned to their former condition;
- (23) Not to do or allow to be done anything which is liable to block a waste pipe or drain;
- (24) If the Premises shall be rendered uninhabitable as a result of accidental fire, flood or subsidence the rent or a proportionate part thereof shall from that date cease to be payable until the Premises is reinstated and rendered habitable and in case any dispute arises under the provision it shall be submitted to arbitration pursuant to the Arbitration Act 1950;
- (25) Not to keep pets in the Premises without the written consent of the Landlord or the Landlord's agents;
- (26) Not to allow any satellite dishes to be affixed to the exterior of the Property;
- (27) To be responsible for all financial liabilities in respect of Council Tax and Utility Rates;
- (28) To be responsible for the maintenance of smoke alarms if fitted including replacement of batteries;
- (29) Not to leave the cooker, washing machine or tumble dryer on in the communal kitchen when going out;
- (30) There is an absolute prohibition on any form of cooking in the room contained in this tenancy. Any cooking may only take place in the communal kitchen.
- (31) To give at least one month's clear notice in writing to terminate the tenancy at the expiry of the contractual term or at any time thereafter should the tenancy be allowed to continue.

3. The Landlord agrees:

- (1) That the Tenant paying the rent hereby reserved and performing and observing the various agreements on their part contained herein shall peaceably hold and enjoy the Premises during the tenancy without interruption by the Landlord or any person claiming under or in the trust for the Landlord;
- (2) To carry out those repairs liability for which is cast upon the Landlord by sections 11 – 16 inclusive of the Landlord and Tenants Act 1985 as amended by section 116 of the Housing Act 1988.

4. Provided that:

- (1) If the rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant or agreement on the Tenant's part herein contained shall not be performed or observed then in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the tenancy shall absolutely determine but without prejudice to the rights of the Landlord in respect of any breach of the Tenant's covenants or agreements herein;
- (2) Ownership of all property left at the Premises at the end of the tenancy shall immediately pass to the Landlord who shall be entitled, though not bound, to sell the same for the Landlord's own benefit;
- (3) Where the Landlord or the Tenant consists of more than one person the covenants on their part in this agreement shall be joint and several;
- (4) Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Premises, or the last known address of the Tenant, or left by hand addressed to the Tenant at the Premises;
- (5) The address of the Landlord for service of all notices is Prosperity House, 73 East Hill, Colchester CO1 2QW
- (6) It is hereby mutually agreed and declared that this agreement is an Assured Shorthold Tenancy within the meaning of Section 20 of the Housing Act 1988 as amended by the Housing Act 1996;
- (7) The Tenant warrants that he has read and understood all the terms of this agreement, comprising four pages, and taken any advice required.

AS WITNESS the hands of the parties hereto the day, month and year above written.

SIGNED by the above named Tenant: Miram Dos Santos Pinto

SIGNED for and on behalf of the above named Landlord: Smart Hotels LTD