



LEASE AGREEMENT

Please note this is a legal contract and is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights, you consult a housing advice centre, solicitor or Citizens Advice Bureau.

ARQ Homes

355-357 Barking Road London E6 1LA

0208 472 0011

info@arqhomes.co.uk

www.arqhomes.co.uk

Company number: 6624126

VAT number: 185706383

Document Revised: September 2019

LEASE AGREEMENT

SCHEDULE OF LEASE

THE EXECUTION DATE	01 August 2019
THE PREMISES	123 Property Road London E6 2EB
THE LANDLORD	Mr Property Owner
THE TENANT	ARQ Housing Ltd
THE TERM	12 calendar months
THE COMMENCEMENT DATE	08 August 2019
THE EXPIRY DATE	07 August 2020
THE RENT	£1,400 per calendar month
PAYABLE	By bank transfer in 1-month arrears
THE RENT-FREE PERIOD	7 days
THE NOTICE PERIOD	3 months sent to above stated email

LANDLORD & TENANT CONTACT DETAILS

THE LANDLORDS ADDRESS	123 Landlord Road London E6 2EB
THE LANDLORDS NUMBER	0798 765 4321
THE LANDLORDS EMAIL	landlord@email.co.uk
THE TENANTS ADDRESS	355-357 Barking Road East Ham London E6 1LA
THE TENANTS NUMBER	0208 472 0011
THE TENANTS EMAIL	info@arqhomes.co.uk

LANDLORD BANK DETAILS

ACCOUNT HOLDER NAME	Property Owner
ACCOUNT NUMBER	1 2 3 4 5 6 7 8
SORT CODE	1 2 - 3 4 - 5 6

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This Lease is made this day of **01 August 2019**

Between

Landlord Name

of **Landlord Address** (herein after called the landlord)

And

ARQ Housing Ltd

of **355-357 Barking Road East Ham London E6 1LA** (herein after called the Tenant) of the other part.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) In the Lease the following expressions shall have the meaning and definitions set against them.
 - a. **The occupants:** mean any person authorised by the Tenant to occupy the premises for the purposes of temporary accommodation.
 - b. **The premise:** means **PROPERTY ADDRESS**.
 - c. **The Rent:** means **£0,000** per calendar month paid in 1-months' arrears.
 - d. **The Term:** means **one-year** nil months commencing on **08 August 2019**.
- 2) The tenant will be given full possession of the property on **01 August 2019** to carry out any works deemed required to prepare the property for occupation. 3 full sets of keys including front, garden, window, post box, gas, electric and communal security keys where applicable are to be provided upon signing of this lease.
- 3) The Landlord hereby demises onto the Tenant the premises (and the land and buildings herewith) together with the benefit of any rights and easements reasonably necessary for the proper enjoyment of the premises together with the fixtures for the term from the date of this lease.
- 4) The Tenant agrees to guarantee the rent to the landlord with no void periods and/or no charges in respect of the property.
- 5) The rent of **£0,000** per calendar month will be payable by standing order to your nominated account monthly in arrears on the **08th** day of each month (or nearest working day thereafter).
- 6) The Rent will be fixed to the end of the term.

THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:

- 7) To pay any gas, water, electric, council tax, telephone, satellite, internet or its replacement that may be incurred during the Term of the Lease.

- 8) To keep the interior of the premises and all Landlords fixtures in good repair and to endeavour to return the property in the same condition minus reasonable wear and tear (safe from damage by accidental fire and other insured risks).
- 9) To notify the Landlord in writing within seven working days of the Tenant becoming aware that damage or deterioration has been caused to the premises or is likely to be caused to the premises and which it is the Landlords responsibility to repair. These are only external repairs such as guttering and roofing etc. All interior repairs are responsibility of the tenant (except those stated within clause 21).
- 10) To permit the Landlord and his duly authorised agents upon giving reasonable previous notice in writing to the Tenant/occupant to enter with such workman and appliances which may be necessary to execute repairs to the premises at a reasonable time.
- 11) Not to allow any people into the premises who could cause damage to it or its occupants.
- 12) To use the premises for the purpose of temporary housing for the occupants and not to use or permit to use the premises in any manner from which nuisance can arise to the Landlord or to the occupiers or owners of neighbouring properties. Not to make any structural alterations to the premises.
- 13) To comply with all statutory provisions and obligations imposed by law with regard to the use of the premises and indemnify the Landlord from and against all actions claims demands and expenses which may be brought made or incurred against or by the Landlord in consequence of such non-compliance.

THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:

- 14) 3 full sets of keys including front, garden, window, post box, gas, electric and communal security keys where applicable are to be provided upon signing of this lease.
- 15) The landlord to supply a valid CP12 (gas safety certificate), electrical certificate and EPC certificate on commencement of lease and to renew and update as when legally/obliged to do so during the term of the said lease.
- 16) The landlord will authorise and carry out an independent inventory prior to the commencement of the lease unless authorised in writing.
- 17) The landlord will be responsible for the repair/replacement of all maintenance for the initial 28 days from the start of the contract after which the landlord's responsibility will revert to clause 21).

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18) To pay all existing and future taxes and assessments other than those payable by the Tenant and in particular to pay any sums due to any mortgagee of the premises having first obtained their consent to this lease. This lease is not transferable to any other party unless agreed in writing by the said Tenant.

19) To comply with all statutory provisions and any obligations imposed by the law with regard to the use of the premises save where the breach of the same is as a result of any act or omission of the Tenant or occupant and to indemnify the Tenant against all actions, claims, demands and expenses which may be brought made or incurred against or by the Tenant in consequence of such non-compliance.

20) That the Tenant duly paying the rent and observing and performing the covenants and agreements on its part herein after contained it and any of its authorised occupants may peaceably hold and enjoy the premises during the tenancy without any disturbance by the Landlord or any person claiming under the Landlord.

21) The landlord to keep in good repair and condition the structure and exterior of the demised premises including:

- a. Drains, gutters, external, internal pipes and drainage.
- b. The boiler (hot & heating), radiators and all pipes & fixtures.
- c. The roof and foundations.
- d. Exterior walls, doors, windowsills/frames, glass.
- e. All internal electrical wiring.
- f. Fire alarm system/burglar alarm were applicable.
- g. Chimneys and chimney stacks.
- h. Boundary walls and fences/gates.
- i. White goods provided by the landlord such as cooker, fridge freezer and washing machine.

22) To keep in good repair and working order of the boiler & immersion hot water tank and when notified of a defect to endeavour to send out a qualified engineer to inspect/remedy within 24 hours and when parts or boiler need replacing to do so within 72 hours of initial notification. Where the Tenant is without hot water or heating for more than 24 hours the Landlord will supply or pre-authorise the tenant to purchase/provide sufficient number of electric heaters until the matter is rectified.

23) PROVIDED ALWAYS THAT

- a. This obligation shall arise only once the Landlord has been notified by the Tenant of the need for such repair to be made and,
- b. All access to be made with prior notification of the Tenant.
- c. This obligation shall not extend to any Tenant's fixtures and fittings.

24) Where repairs under clause 21) above must be carried out as an emergency and either the Landlord cannot be contacted or arrangement made between the Tenant and the Landlord the Tenant may carry out repairs which are the Landlord's responsibility for which the Landlord will pay the cost forthwith and will entitle the Tenant to reduce the next month or months' rent proportionally. This would only occur if no contact is made within 7 days by phone, email or writing.

IT IS MUTUALLY AGREED AS FOLLOWS

25) If the rent hereby reserved or any part thereof shall remain unpaid for thirty days after becoming payable (whether formally demanded or not) or if any of the Tenant's agreements herein before contained shall not be performed or observed the Landlord may determine the lease nullified on giving the Tenant three months' notice to vacate.

26) If any of the Landlord agreements herein before contained shall not be performed or observed the Tenant may determine the lease nullified on giving not less than three months' notice in writing.

27) If the premises or any part thereof during the said term be destroyed or damaged by fire or other insured risks so as to be unfit for occupation and use, the Tenant shall be entitled forthwith to determine the lease nullified and reclaim any expenditures incurred whether agreed in principle or not.

28) If the lease is determined under any clause providing for termination then the Tenant shall use its best endeavours to return the premises to the Landlord with vacant possession and the Tenant shall yield up the premises in a state and condition in accordance with its obligations less fair wear and tear and on termination of the lease everything herein contained shall terminate and be of no further effect without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim.

29) The property is being given part furnished with appliances unless stated on a signed inventory otherwise (Washing Machine, Cooker, Hob and Fridge/Freezer) and will be returned unfurnished.

30) It is mutually agreed that at the termination of the lease the Tenant will endeavour to replace any damaged and or missing ceramic tiles, kitchen fittings, door furniture or other of the Landlord's fixtures and fittings (excluding floor coverings) with items or materials identical to those originally provided by the Landlords but in the event of identical replacement items or material not being readily available at reasonable modest cost the damaged or missing fixtures and fittings will be renewed or replaced with items of materials or similar quality to the original Tenants choice.

31) It is mutually agreed that at the termination of the lease the Tenant will redecorate the property where required minus

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reasonable wear and tear at its own choosing of colour/wallpaper.

- 32) In the event of the lease being terminated by the Landlord without the written consent of the Tenant prior to the end of the term or should the Landlord break any agreement contained in the lease the Tenant shall not be obligated to repair or reinstate the property in accordance with the schedule of conditions except in the event of a breach of covenant by the Tenant.
- 33) Any notice under this lease shall be in writing and shall be served on the Landlord by sending it to him/her at his/her last known address and shall be served on the first Tenant by sending it to the registered address which is the address shown on every page of this lease.
- 34) No alteration, variation or amendment of this Lease shall be valid and binding on the Tenant unless such alteration etc is signed by an authorised director of the Tenant.
- 35) Should the occupants need to be evicted at the end of this agreement this will be at the cost of **ARQ Housing Ltd** and rent will continue until vacant possession is given to the landlord.

Signed by the Landlord:	
Landlord Full Name:	
Date:	

Landlord Witness Signature:	
Witness Full Name:	

Signed by the Tenant:	
Tenant Full Name:	
Date:	

Tenant Witness Signature:	
Witness Full Name:	