

# Company Tenancy Agreement

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.

THIS AGREEMENT IS MADE BETWEEN

A. Mr and Mrs X

("the Landlord")

AND

B. ("The Tenant") AND IS MADE IN RELATION TO PREMISES AT:

X Property

("the Premises")

The Main Terms of the Tenancy

Tenant Signature.....

## **1. Term of Tenancy**

The Landlord lets to the Tenant the Premises for a period of X months The Tenancy shall start on (and include) the X of X 2014 and shall end on (and include) the X Day of X 2014.

## **2. The Rent.**

The Tenant shall pay to the Landlord £X per month, payable in advance. The first payment shall be made immediately and thereafter, payments shall be made on the X day of each month but subject to clause 32.

## **3. The Deposit.**

The Tenant shall pay to the Agent on the signing of this Agreement, £X as a Deposit. The Deposit will be forwarded and held by the Landlord as stakeholder. At the end of the Tenancy the Landlord shall return the Deposit to the Agent or Tenant subject to the possible deductions set out in this Agreement.

## **4. Fixtures and Fittings**

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

## **5. Type of Tenancy**

This Agreement falls outside the scope of the Housing Act 1988.

## **6. Dealing with the Deposit**

The following clauses set out:

- what the Landlord will do with the Deposit monies paid by the Tenant under clause 3 above;
- what the Tenant can expect of the Landlord or the Agent when the Landlord or the Agent deals with the Deposit.
- the circumstances in which the Tenant may receive less than the sum paid to the Landlord or the Agent as a Deposit at the conclusion of the Tenancy; and the circumstances in which other monies may be requested from the Tenant.

1. The Agent shall have forwarded cleared funds (deposit and one month rent in advance) to the Landlord when keys will be handed over. The Landlord Agent shall place the Deposit in a nominated client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

Tenant Signature.....

2. After the Tenancy the Landlord or the Agent is entitled with the written consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 6.6 of this Agreement. If more than one such deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed in clause 6.6.

3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

4. At the end of the Tenancy the Agent shall return the Deposit (subject to any deductions made under the Agreement) within 30 days of the end of the Tenancy except in the case of dispute. If there is more than one Tenant, the Landlord may return the Deposit by cheque to any one Tenant, at his sole discretion, at his last known address.

5. If the amount of monies that the Landlord is entitled to deduct from the Deposit under the Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.

6. The Landlord may deduct monies from the Deposit (as set out in clause 6.2) to compensate the Landlord for losses caused for any or all of the following reasons

7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord or the Agent holds the Deposit or any part of it.

8. If the Landlord sells or transfers his interest in the Premises the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser or transferee. The Landlord shall then be released from any further claim or liability in respect of the Deposit or any part of it.

Tenant Signature.....

## **7. Obligations of the Tenant**

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms above. If any of these terms are broken, the Landlord may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises, because of the breach.

### **General 9.**

To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definitions.

## **8. Paying Rent**

10. To pay the Rent as set out in clause 2 of this Agreement whether or not it has been formally demanded.

11. To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid. Interest will be charged at 4% above the base rate of the Bank of England.

9. Further Charges to be paid by the Tenant

12. To pay the council tax (or any similar charge which replaces it) in respect of the Premises either directly to the council, or by paying that sum to the Landlord where the Landlord has paid that sum to the council (whether legally required to do so or not) within 14 days of receiving a written request for such monies if found to be in breach of this agreement.

To pay to the Landlord all reasonable costs and expenses incurred by the Landlord or his Agent or awarded by the Court in:

- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any notice relating to any major breach of this Agreement whether or not court proceeding.

To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any other payment is withdrawn.

15. To pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed second appointment.

16. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant, his family, or his visitors are brought.

Tenant Signature.....

## 10. The Condition of the Premises: Repair, Maintenance and Cleaning

17. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same repair, decorative order and condition throughout the term as at the start of the Tenancy as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person residing, sleeping in or visiting the Premises;
- repairs for which the Landlord has responsibility (these are set out in this Agreement)

To inform the Landlord promptly as soon as the Tenant is aware of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement by delivering or posting a written notice to this effect to the Landlord's address as set out in the clause referring to the address under the Landlord and Tenant Act 1987 sections 47 and 48.

19. To keep the Premises and Fixtures and Fittings reasonably clean and tidy throughout the Term.

20. To clean to a good standard or pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.

To keep the Premises and Fixtures and Fittings reasonably clean and tidy throughout the Term.

20. To clean to a good standard or pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.

21. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.

22. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.

23. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.

24. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant his family or visitors.

25. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost provided the pipes and installations were adequately insulated at the start of the Tenancy.

26. To replace all electric light bulbs, fluorescent tubes, and fuses.

Tenant Signature.....

27. To make good, or pay for, any failure by the Tenant to comply with the obligations set out in this Agreement.

28. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing except in the case of an emergency) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

29. To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.

30. To take all reasonable precautions to prevent condensation and mould by keeping the Premises ventilated and heated.

31. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

32. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.

## 11. Insurance

33. Not to do or fail to do anything or allow any other person to do or fail to do anything that leads to the policy of insurance on the Premises, Fixtures and Fittings not covering, (in full or in part) the losses otherwise covered by the policy. The relevant sections of the certificate and policy of insurance held by the Landlord may be inspected by the Tenant prior to signing this Agreement and thereafter on reasonable notice being given.

34. To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with clause 11.34 of this Agreement.

35. To promptly inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings and to provide the Landlord or his Agent with written details of such loss or damage within three days of that loss or damage having occurred

36. To insure the belongings of the Tenant with a reputable insurer. **The possessions of the Tenant are not covered by the Landlord's insurance policy.**

Tenant Signature.....

## 12. Access and Inspection

37. To allow the Landlord, the Agent, any Superior Landlord, his agent, contractors, or authorised professional advisers to enter the Premises upon giving at least 24 hours notice in writing with or without workmen and with all necessary equipment. The Tenant is only required to allow such access when:

- the Tenant has not complied with a written notice under clause 10.29 of this Agreement and the Landlord wishes to enter the Premises in accordance with that clause.
- the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in this Agreement);
- a professional adviser has been appointed by or authorised by the Landlord, the Superior Landlord, or the Agent to visit or inspect the Premises;
- the safety check of the gas appliances is due to take place;
- the Landlord or the Agent wishes to inspect the Premises.



38. To permit the Premises to be viewed at all reasonable times by prior mutually acceptable appointment, at reasonable times, during normal working hours in the last two months, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) a prospective purchaser or tenant of the Premises.

39. To pay the additional cost to the landlord for making a second appointment subsequent to an arranged visit being disrupted by the tenant.

40. To allow the Landlord to erect "for sale" or "to let" signs at the Premises.

### **13. Assignment**

41. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person

without the Landlord's prior consent and within the Company Letting Terms at the start of this agreement.

### **14. Use of the Premises**

42. To use the Premises only as a private residence for the occupation of the two tenants from Ardley Waste

Management team Employees, and not for business purposes.

43. Not to register a company at the address of the Premises.

44. Not to run a business from the Premises.

45. Not to use the Premises for any illegal or immoral purpose.

46. Not to hold or allow any sale by auction at the Premises.

47. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.

Tenant Signature.....

48. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises. If in breach of this clause there is smoking in the Premises the Tenant agrees to pay for the washing down of the walls, cleaning of carpets, curtains and any other Fixtures and Fittings and any redecoration required to rid the Premises of the odour of nicotine.

49. Not to use the Premises or allow others to use the Premises so as to cause a nuisance, annoyance or cause damage to the Landlord or to any neighbouring, adjoining or adjacent property or owners or occupiers of them. This shall include any nuisance caused by noise.

50. Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.

51. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place them within or outside the Premises that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

52. Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.

53. To meet all costs of installation, removal and repair of any damage done either as a result of a breach of clause

14.53 or if the Landlord has given consent to any installation.

54. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.

55. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.

56. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.

57. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

Tenant Signature.....

## **15. Utilities**

Not to or consent to anyone else tampering, interfering with, altering, or adding to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.

59. To pay to the Landlord all costs incurred in the re-connection of any such service (including any arrears of payment) following disconnection of such services whether caused by the Tenant's failure to comply with clause 10.29 or by anything done or not done by the Tenant.

60. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.

61. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 15.59 and to the local authority.

## **16. Animals and Pets**

62. Not to keep any animals reptiles, fish, or birds whether domestic or otherwise in the Premises without the prior written consent of the Landlord which may be withdrawn upon giving reasonable notice.

63. If any animal or other pet is kept either with or without consent being given under clause 16.63 to pay for the Premises to be professionally cleaned by a pest control company with de-infestation cleaner, to rid the Premises of fleas, at the end of the Tenancy in addition to any obligation under clause 10.21 of this Agreement. The Tenant will be liable to compensate the Landlord for any losses suffered due to the presence of fleas in the Premises.

## **17. Leaving the Premises Empty**

64. To notify the Landlord before leaving the Premises vacant for any continuous period of 21 days or more during the Tenancy.

65. To comply with any conditions set out in the Landlord's policy of insurance relating to empty Premises, a copy of which is attached or may be seen upon request. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 17.65 of this Agreement.

**18. Locks**

66. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.

67. To set the burglar alarm (if applicable) when the Premises are vacant.

68. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.

Tenant Signature.....

To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has lost the keys for the property and a locksmith is required to gain entrance and/or replace keys.

70. Not to install or change any locks in the Premises without the prior consent of the Landlord, except in an emergency.

71. Not to have any further keys cut for the locks to the Premises without notifying the Landlord of the number of additional keys cut.

72. To return all keys including any additional keys to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).

73. To pay to the Landlord the reasonable cost of replacing the locks to the Premises where any keys given to the Tenant or subsequently cut are not returned to the Landlord, or the Agent at the end of or earlier termination of the Tenancy

74. To return all remote controls, or other security devices to the Landlord or the Agent at the end of the Tenancy whether before or after the Term of this Agreement.

75. To pay for the cost of replacement of any remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

**19. Garden**

76. To keep the garden in the same condition and style as at the commencement of the Tenancy.

77. To keep the borders, paths, and patios, if any, weeded.

78. To cut the grass regularly during the growing season.

79. To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden if equipment is provided.

80. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.

## **20. House Plants and Annual Plants**

81. For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plants or annual plants that have been left in or on the Premises which have died. **Tenant Signature**.....

## **21. Car Parking Space**

82. To park private vehicle(s) only at the Premises.

83. To park in the space, garage or driveway if applicable allocated to the Premises. .

84. To keep any garage, driveway, or parking space free of oil and other fluids and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.

85. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.

86. Not to park any vehicle at the Premises that is not in a road worthy condition and fully taxed.

## **22. Refuse**

87. To remove or pay for the removal of all rubbish from the Premises during and at the end of the Tenancy.

88. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.

89. To dispose of all refuse through the services provided by the local authority.

## **23. Notices**

90. To forward promptly any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon any notice, order, or proposal coming to the attention of the Tenant.

91. To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time of receipt.

## **Inventory and Checkout**

92. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within seven days of the commencement date with any written amendments or notes.

93. To agree that if the check-in of the Inventory and Schedule of Condition given to the Tenant at the start of the

Tenancy will be regarded as a true record of the condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 24.93 above is not returned to the Landlord or the Agent.

94. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

### **Tenant Signature.....**

To accept that if either the Tenant or his agent does not attend a second appointment a check out report will be prepared by the Inventory Clerk, Landlord, or Agent at that time, although the Tenant is not bound to accept the report.

### **25. Energy Performance Certificates ("EPC")**

96. To confirm that he has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to **the signing of this Agreement.**

### **Head Lease**

To comply with the obligations of the Head Lease, if a copy of the obligations is attached to this Agreement at Schedule A.

## **2. Further Conditions to be Kept by the Landlord**

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Agreement. If any of these obligations are broken, the Tenant may be entitled to claim damages from the Landlord or ask a court to make the Landlord keep these promises.

**27. Quiet Enjoyment**

1. To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

**Consents**

2. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from lenders, mortgagees, insurers, or others).

**Statutory repairing Obligations**

3. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:

- (a) the structure of the Premises and exterior (including drains, gutters and pipes);
- (b) certain installations for the supply of water, electricity and gas;
- (c) sanitary appliances including basins, sinks, baths and sanitary conveniences.
- (d) space heating and water heating; but not other Fixtures.

To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 27.3 above.

**Tenant Signature**.....

**Insurance**

4. To insure the Premises and the Fixtures and Fittings under a general household policy with a reputable insurer.

5. To provide a copy of the relevant sections of the insurance certificate and Policy to the Tenant within a reasonable time of any written request, Other Repairs

6. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, visitors, or contractors.

**Safety Regulations**

7. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

8. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that

a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.

9. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

10. To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

**Head Lease**

11. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Head Lease.

12. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Head

**Lease.**

13. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.

**Tenant Signature**.....



