

DATED

18/05/2021

LEASE AGREEMENT

relating to

property address

Flats 1-6, Jubilee House, Edmund Street, Bradford, BD5 0BH

between

SPVY00019 LTD

and

PENTAGON HOUSING GROUP LIMITED

THIS AGREEMENT entered into as a deed on 18/05/2021

PARTIES

1. SPVY00019 Ltd, 82 High Street, Golborne, Warrington, England, WA3 3DA
(**Landlord**)
2. Pentagon Housing Group Limited , Suite 2a, Blackthorn House, St Paul's Square, Birmingham, B3 1RL (**Tenant**).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Break Date: a date which is 3 months from the date that written notice is served

Break Notice: written notice to terminate this lease specifying the Break Date.

Clients: persons requiring priority accommodation including others that the Tenant in its absolute discretion grants a right to occupy all or part of the Property.

Commencement Date: 19th May 2021

Contents: the Landlord's furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Defects: The landlord agrees to rectify at their own cost any defects that are discovered at the property within the first 90 days of the lease commencing.

First Rent Payment Date: 19th June 2021

Furniture: The landlord agrees to provide the following furniture:

White goods including Cooker/Oven, Fridge / Freezer, Washing Machine

Bedroom furniture to include bed, mattress, wardrobe, chest of drawers and bedside cabinet for each residential unit.

Lounge furniture to include adequate seating for the number of clients and furniture for dining if applicable.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

Lease: the lease created by this deed – 5 years

Lender's Consent: In leasing the property to Pentagon Housing Group, the landlord(s) confirm they are the registered proprietor at the Land Registry title of the Registered Estate comprising the above mentioned property under title number WYK625341 and have obtained the consent of all or any of the mortgagee(s) or charge(s) of the Registered Estate to the grant of this lease.

Property: Flats 1-6, Jubilee House, Edmund Street, Bradford, BD5

Property Compliance: The landlord(s) at their own cost will provide the following documentation in respect of the above property,

Electrical Installation Report
Emergency Lighting Report
Fire Detection and Alarm system
Fire Risk Assessment
Gas Safety Record (If Applicable)
EPC Certificate
Building Insurance
Title Deed
Asbestos Report
Legionella Report (If Applicable)
PAT Test (If Applicable)

Any defects found in the property from these reports will need to be rectified at cost of the landlord

Rent: £3000 per month in arrears

Rent Payment Dates: No later than the 19th of each month.

Review Date: 5 years from the commencement date

Term: a fixed term of 60 months from the commencement date

Working Day: A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to an agreement is a reference to this agreement.
- 1.8 A reference to **writing** or **written** includes faxes and e-mail.
- 1.9 Any reference to Lease refers to the lease created under this agreement.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE LEASE

- 2.1 The Landlord leases the Property to the Tenant for the Term.

3. RENT

- 3.1 The Tenant shall pay the Rent prior to the end of each rental period.
- 3.2 The Tenant shall pay the first instalment of the Rent on the due date.
- 3.3 The Tenant shall pay interest at the rate of 4% per annum above National Westminster Bank plc's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.

- 3.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use any statutory remedies available to recover possession of the Property.
- 3.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

4. USE OF PROPERTY

- 4.1 The Landlord agrees and hereby allows the Tenant to use the Property for the purposes of conducting its supported accommodation business from the Property. The tenant will ensure it complies with all necessary regulatory requirements to conduct this business at the property.
- 4.2 The Landlord agrees and allows the Tenant to create assured leasehold tenancies and/or licences to occupy for its Clients shorter than the Term for the Property to be used as a dwelling house, and for the Tenant to provide support to some or all of its Clients and the Client's immediate family.
- 4.3 The Tenant shall not keep nor allow any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 4.4 The Tenant shall not do anything or allow anything to be done by others to or on the Property that:
- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - (b) involves using the Property for immoral or illegal purposes; or
 - (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 8.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.
- 4.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

5. ASSIGNMENT OR SUBLETTING

The Tenant may assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord for the purposes of housing its Clients.

6. REPAIRS AND ALTERATIONS

- 6.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Lease (except for fair wear and tear).
- 6.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 6.3 The Tenant shall keep the outside of all windows that the Tenant can reasonably reach clean.
- 6.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, its sub-tenants, licensees or visitors cause the breakage.
- 6.5 The Tenant shall not cause or allow to be caused any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 8.5.
- 6.6 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld).
- 6.7 Excluding acceptable wear and tear the tenant shall maintain and keep in good order those fixtures and fittings provided by the Landlord, and noted within the attached Inventory, and replace any which become beyond repair with replacements of an equivalent or higher standard.
- 6.8 The tenant will at the end of the term give vacant possession of the property to the Landlord in the condition required by this Lease and remove from the property all of the Tenants goods and fixtures and make good any damage considered to be beyond reasonable wear and tear.
- 6.9 The tenant shall be responsible for the ongoing maintenance and repair of the Property and its fixtures and fittings, except where those items are noted as being the responsibility of the Landlord in 8.5 below.

7. UTILITIES AND OUTGOINGS

- 7.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, broadband, cable or satellite television (if the Property has these) used by the Tenant or used by the Tenant's Clients at the Property.
- 7.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 7.3 Where the Tenant allows either by itself or by its Clients, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.

- 7.4 The Tenant shall pay for a television licence for the Property if a licence is required.
- 7.5 The Tenant shall pay the Council tax for the Property.
- 7.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 7.7 The tenant reserves the right to change utility suppliers or meters as required throughout the tenancy at their cost. Details of such changes shall be provided to the landlord on request.

8. LANDLORD'S COVENANTS

- 8.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 8.2 The Landlord shall insure the Property and any Contents to their full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.
- 8.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 8.4 The Landlord shall allow the Tenant's Clients quiet enjoyment of the Property without any interruption by the Landlord.
- 8.5 The Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, roofs, gutters and external windows);
 - (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, pipework and wiring embedded within the fabric of the building); and
 - (c) keep in repair and proper working order the installations in the Property for space heating and heating water including the boiler.
- 8.6 The Landlord shall not be required to:
- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement;
or
 - (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

- 8.7 The Landlord shall provide the Tenant with the Lender's Consent on or before the date hereof and shall indemnify and keep indemnified the Tenant for all its losses, howsoever caused, for the Landlord's failure to obtain such consent.
- 8.8 The Landlord shall pay and carry on paying throughout the Term any mortgage or loan payments payable by the Landlord on the Property in a timely manner.
- 8.9 Should the Landlord fail to comply with 'The Landlord's covenant's' of this lease, the tenant will be entitled to terminate this lease without notice and give back the property to the landlord.

9. DEFAULT BY THE TENANT

9.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt or made insolvent under the Insolvency Act 1986;

This clause 9.1 does not affect any rights of the Tenant or the Tenant's Clients under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

- 9.2 If the Landlord re-enters the Property pursuant to this clause, then the Lease shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.

10. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

- 10.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to take gas, electricity or water meter readings;
- (d) for any purpose mentioned in this Lease or connected with the Landlord's interest in the Property or any other property; and
- (e) to show prospective tenants or purchasers around the Property.

- 10.2 The Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior written consent of the Tenant, except in an emergency.

- 10.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Lease.

11. EXPIRY OF THE LEASE

- 11.1 At the end of the fixed term granted by this Lease, the Tenant shall return the Property to the Landlord in the condition that it was given barring fair wear and tear relating to the kitchen units and bathroom suite.
- 11.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic lease shall arise on a monthly basis. To end the periodic lease, the Tenant shall give the Landlord at least one month's notice in writing.
- 11.3 The Landlord has the right to recover possession of the Property after expiry of the Term if the Landlord has given 6 months' written notice to the Tenant of the Landlord's intention to recover possession of the Property.
- 11.4 The Tenant shall remove all personal possessions, whether belonging to it or its Clients, from the Property once the Lease has ended. If any such personal possessions are left at the Property after the Lease has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal.

12. RENT REVIEW

- 12.1 There shall be no provision to review the Rent due during the term of the Lease

13. BREAK CLAUSE

- 13.1 The Tenant and the Landlord agree there will be no formal break clause in relation to this agreement. Should either party wish to determine this agreement, they must get the written consent of the other party and serve not less than 3 months prior written notice and upon the expiration of such notice this Lease shall cease and determine and subject to the Tenant having complied with the covenants regarding payment of rent but without prejudice to any antecedent rights either party may have against the other.

14. NOTICES

- 14.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Landlord's address given in clause 14.4;
 - (b) left at the Landlord's address given in clause 14.4; or
 - (c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.

14.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's fax number or e-mail address stated in the Parties clause.

14.3 If a notice is given in accordance with clause 12.1 or clause 12.2 it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first-class post, on the second Working Day after posting; or (c) if sent by fax, at 9.00 am on the next Working Day after transmission.

14.4 The Landlord's address for service is as stated in the Parties clause and any address notified in writing by the Landlord to the Tenant from time to time.

15. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into as a deed on the date stated at the beginning of it.

(LANDLORD)

Executed and delivered as a Deed by

.....

Please Print Name:

Signed:

in the presence of:

Witness Signature

Witness name

Address


.....
.....
.....

(TENANT)

Executed and delivered as a Deed By

PENTAGON HOUSING GROUP


Tanzeel Sabahat



(Print Name)

Signed

in the presence of:

Witness Signature 

Witness name .. Maria Jan

Address .. 108 Sunbridge Road, Bradford

BD1 2NE