

HOMECOME LIMITED

LEASE

-relating to-

a 3-bedroom dwelling at

SAMPLE

TAKE NOTICE THAT THIS LEASE IS A BINDING DOCUMENT. BEFORE SIGNING IT, YOU SHOULD READ IT CAREFULLY AND TAKE ADVICE UPON IT AS ONCE EXCHANGED YOU WILL BE LEGALLY BOUND BY IT'S TERMS

THIS LEASE DATED;

BETWEEN

(Owner / Landlord)

AND

HEMLOCK LIMITED (Company Registration Number 5090350)
 whose Registered Office is at 321 Aikman Avenue Leicester LE3 9PY
 ("HomeCome")

WHEREAS

1. Definitions & Interpretation

1.1. In this Agreement the words and expressions in Column 1 below have the meaning set opposite them in Column 2 below

COLUMN 1 Words and Expressions	COLUMN 2 Meanings
"Decent Home Standard"	The specification and condition to accord with the HomeCome's Decent Home Standard
"the Excluded Items"	See Section 7 (Sub-Section 7.7)
"the Landlord's Repairs"	Repairs to the Premises or Fixtures and Fittings which are the Landlord's responsibility under Clauses 5.2 and 5.4 of this Lease
"the Improvement Costs"	
"the Occupier"	Any person authorised by HomeCome to occupy the Premises
"the Premises"	
"the Rent"	£
"the Rent Commencement Date"	
"Rent Payment Days"	In arrears 1 st day of January, April, July and October each year
"Rights"	The rights easements and provisions necessary for the use and enjoyment of the Premises including the use of drains and services serving or intended to serve the Premises
"the Term"	

2. Interpretation

- 2.1 Wherever the context so admits the expression "the Landlord" includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term
- 2.2 Where the Landlord for the time being comprises two or more persons obligations expressed or implied to be made by or with the Landlord are deemed to be made by or with such persons jointly and severally
- 2.3 Words importing one gender include all other genders words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa.
- 2.4 References in this agreement to any clause, sub clause, schedule or appendix without further designation shall be construed as a reference to the clause, sub clause, schedule, or appendix to this agreement so numbered.
- 2.5 The clause, paragraph and schedule headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

3. Letting

The Landlord with Full Title Guarantee lets the Premises to HomeCome with the Rights for the proper enjoyment of the Premises **TOGETHER WITH** the Fixtures and Fittings **TO HOLD** to HomeCome for the Term at the Rent

4. HomeCome's Obligations

HomeCome agrees with the Landlord:

- 4.1 To pay the Rent in arrears by four equal quarterly payments on the Rent Payment Days (the first and last payments being proportionate sums calculated on a daily basis if appropriate) with the first payment being made on the first payment day after the date of this Lease.
- 4.2 The Rent will be increased or decreased in line with changes to the Leicester Local Housing Allowance (LHA) for that property type as published on the Leicester City Council website. The LHA for the month of signing the lease will be the baseline and any increase or decrease in the LHA will be used to increase or decrease the rent by the same proportion. The changed Rent will apply at the start of the month when the LHA changed. The calculation of the changed Rent will be determined solely by Homecome.
- 4.3 To pay all council tax and charges for the provision of water and sewerage, gas, telephone, and electricity provided to the Premises during the Term in the event that these are not paid by the Occupier.
- 4.4 To use reasonable endeavours to require the Occupier to use the Premises as a private dwellinghouse and in a tenant like manner
- 4.5 To keep the Premises (including any gardens and grounds thereto) tidy and clear of rubbish
- 4.6 To inspect the Premises at reasonable intervals for any defect or disrepair for which the Landlord is responsible and on finding such to promptly report the same in writing to the Landlord.

4.7 Save as provided by clauses 4.10 below not to make any alteration or additions to the Premises.

4.8 In the event of the Premises remaining unoccupied

4.8.1 During the Winter to take all reasonable steps to protect the water systems in the Premises from damage by frost

4.8.2 for any period of more than six consecutive weeks then to advise the Landlord in writing and further to inspect the Premises every seven days

PROVIDED THAT this clause shall not apply where the Premises cannot reasonably be occupied because of outstanding Landlord's Repairs, or the Rent is suspended by virtue of the provisions of clause 7.4 below.

4.9 Not to

4.9.1 Assign this Lease or

4.9.2 underlet the Premises save for the purpose of providing residential housing accommodation to Occupiers upon Assured Shorthold Tenancies expiring prior to the last day of the Term.

4.10 To use reasonable endeavours to prevent the Premises being used for anything which may be or become a nuisance or annoyance to the Landlord and to any neighbouring property or the owners or occupiers of it.

4.11 To repair (or if HomeCome so decides to replace) any damage caused during the Term by the Occupier to the Premises or to the Fixtures and Fittings **PROVIDED THAT** the obligation in this clause shall not extend to:

(a) damage caused by fair wear and tear.

(b) damage caused by risks required to be insured by the Landlord pursuant to 6.1.

(c) Excluded Items

and **FURTHER PROVIDED THAT** where HomeCome is required to repair damage pursuant to this clause HomeCome shall:

(i) only repair (or if HomeCome decides to replace) such items which require repair and

(ii) not be required to replace like with like but shall be entitled to replace any items with items to accord with the Decent Home Standard and

(iii) not be required to replace items other than those which are damaged (which obligation shall not require HomeCome to replace the remainder of any sets of suites or items or fittings where one or more parts are damaged)

(iv) carry out the repair in a good and workmanlike manner.

- 4.12 To yield up the Premises and the Fixtures and Fittings at the determination of the Term with vacant possession in accordance with covenants on its part contained in this Lease and to hand over all keys to the Premises by 4.30p.m. on the day of expiration of the Term **PROVIDED ALWAYS** that if upon such day an Occupier shall remain in possession of the Premises the Term shall continue until such time as possession of the Premises is returned to HomeCome and in such case HomeCome shall use all reasonable endeavours to secure possession of the Premises from the Occupier at the earliest date reasonably possible and keep the Landlord informed of the actions being taken by HomeCome in the matter
- 4.13 To give to the Landlord as soon as is reasonably practicable the full particulars of any notice or order which is given or issued to HomeCome in respect of the Premises by virtue of any statute (whether public or local) or any regulation order or direction under any such statute or under the byelaws of any competent authority.
- 4.14 To permit the Landlord and his duly authorised agents upon giving reasonable previous notice in writing to HomeCome and the Occupier at all reasonable times to enter with such workmen and appliances as may be necessary to execute repairs to the Premises or any adjoining premises belonging to the Landlord causing as little inconvenience to the Occupier's enjoyment of the Premises and making good all damage caused to the Premises and Fixtures and Fittings without delay.
- 4.15 To permit the Landlord during the three months immediately preceding the end of the Term to affix and retain without interference upon any part of the Premises (but not so as to obscure windows) a notice for the sale or re-letting of the same.
- 4.16 To comply with all statutory provisions and obligation imposed by law with regard to occupation of the Premises and to 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
- 4.17 To bring the premises up to the HomeCome decent home standard by works comprising the Improvement Costs after the Lease has been signed.

5. The Landlord's Obligations

The Landlord agrees with HomeCome: -

- 5.1 That HomeCome performing and observing the covenants on its part contained in this Lease shall peaceably hold and enjoy the Premises and all the Fixtures and Fittings without any interruption from the Landlord and any person claiming under or in trust for him.
- 5.2 To comply with the provisions of the Landlord and Tenant Act 1985 Sections 11-15 as modified or re-enacted from time to time that is to say the Landlord must keep
- 5.2.1 the structure and exterior of the Premises including drains gutters and external pipes in repair and
- 5.2.2 the installations in the Premises in repair and proper working order, including the boiler and central heating/hot water system and those for

the supply of water gas and electricity, (HomeCome will maintain and repair the boiler but if it becomes unrepairable it will be the Landlord's responsibility to replace)

- 5.3 This covenant does not require the Landlord to carry out works for which HomeCome or the Occupier is liable under their duty to use the Premises in a tenant-like manner regardless of any express obligation or to rebuild or reinstate the Premises if it is destroyed or damaged or to keeping repair or maintain anything HomeCome is entitled to remove from the Premises.
- 5.4 To remedy any faults of construction inside or outside the Premises affecting the convenient use and occupation of the Premises
- 5.5 To pay all taxation and other outgoings in respect of the Premises save for those mentioned in Clause 4.3 above.
- 5.6 To comply with all statutory provisions and any obligations imposed by law in regard to the use of the Premises save where the breach of the same is as a result of any act or omission of HomeCome or the Occupier and to indemnify HomeCome or the Occupier from and against all actions claims demands and expenses which may be brought made or incurred against or by HomeCome or the Occupier in consequence of such non-compliance as aforesaid
- 5.7 To terminate any contract relating to the provision of services and supplies and also any telephone cable or other similar service supplied to the Premises prior to the commencement of the Term.

6. Insurance – The Landlord's obligation to insure

- 6.1 The Landlord must insure the Premises and the Fixtures and Fittings (but not personal property therein belonging to HomeCome or the Occupier) with an insurance company of repute against fire lightning explosion, aircraft (including articles dropped from aircraft) riots, civil commotion, malicious persons, earthquake, storm tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by road vehicles (or as required) and such additional risks as the Landlord from time to time in his absolute discretion decides to insure against ("the Insured Risk"). The insurer must be made aware that the premises are leased commercially.
- 6.2 The Landlord must reinstate the Premises or any part of it and replace any Fixtures and Fittings damaged or destroyed by one or more of the Insured Risks provided that the damage or destruction was not due to any act or omission of HomeCome or anyone under his control (including the Occupier) and the insurance policy has not been invalidated by any such act or omission.

7. Mutual Agreement

The Landlord and HomeCome jointly agree as follows: -

- 7.1 If at any time during the Term the Rent or any part of it is unpaid for a period of 28 days after becoming payable (whether formally demanded or note) it shall be lawful for the Landlord at any time after that to re-enter upon the Premises or any part of the Premises in the name of the whole and upon re-entry this agreement shall be absolutely determined.
- 7.2 If contrary to the covenants contained in this Lease the Landlord fails or neglects to carry out the Landlord's Repairs or fails to produce evidence of

the insurance of the Premises (in accordance with 6.1 above after notice given by HomeCome requiring the same then HomeCome may make such repairs and/or insure the Premises in the manner required by the above obligation on the part of the Landlord and may retain the amount of any expense incurred (together with an additional sum equivalent to 15% of the amount of such expense plus VAT in order to meet HomeCome's administrative costs) out of the Rent then due or in the future becoming due to the Landlord

- 7.3 No liability shall attach in respect of any breach of any positive covenant (other than covenants for the payment of money) on the part of the Landlord or HomeCome contained or implied in this Lease so long as they are prevented from performing that covenant by statutory restriction non availability of labour or materials or matters beyond their control.
- 7.4 In the event of the Premises or any part being damaged or destroyed by an Insured Risk so as to be unfit for habitation and use and provided the insurance of the Premises shall not have been vitiated or payment of the insurance monies refused in whole or in part by reason of a breach of this Lease by HomeCome or the Occupier the Rent or a fair proportion of it according to the nature and the extent of the damage sustained shall be suspended until the Premises are again rendered fit for habitation and use and accord with the Decent Home Standard. For the avoidance of doubt this clause shall not apply where the policy of insurance effected by the Landlord has been vitiated in whole or in part as a consequence of any breach of this lease or default of HomeCome or the Occupier
- 7.5 Any notice under this Lease shall be in writing and shall be served on the Landlord either personally or by leaving it for him at the above address or such other address which HomeCome shall have previously been given by written notice Any Notice to be served on HomeCome shall be served on HomeCome by sending it to HomeCome's Registered Office. Notices left at the Premises will be of no effect.
- 7.6 The Landlord hereby warrants that he has full power and authority to enter into this Lease and that all necessary consents and permissions have been obtained including those required to be obtained from any Mortgagee or Chargee of the Premises.
- 7.7 The redecoration of the Premises shall be the responsibility of the Landlord at the end of the Term and HomeCome shall be under no obligation to re-decorate the Premises at that time. Carpets / floor coverings (including laminate flooring), curtains and blinds left in the property will not be replaced and should be removed by the Landlord if they wish to retain them. Free standing white goods should also be removed by the Landlord if they wish to retain them. Fitted appliances will be deemed to be 'gifted' and become the responsibility of the incoming tenant to repair or replace as necessary.
- 7.8 No later than one month prior to the end of the Term HomeCome shall give written notice to the Landlord stating whether in the reasonable opinion of HomeCome they will be able to give possession of the Premises to the Landlord at the end of the Term or if they believe the Occupier is intending to remain in occupation notwithstanding his tenancy will end provisionally.
- 7.9 Excluded Items shall be deemed to be a gift from the Landlord to HomeCome which HomeCome may deal with dispose of or replace as it sees fit and the Landlord agrees at the end of the Term.

7.9.1 to accept back such Excluded Items as there remain at the Premises in the condition at that time: and

7.9.2 in the event that HomeCome has chosen to replace any Excluded Items to accept back those replacements as are then at the Premises in the condition at that time

but in either and any case upon the basis that there is no obligation on the part of HomeCome to either have replaced them or maintained repaired or replaced them

7.10 The Landlord authorises HomeCome to arrange on the Landlord's behalf such checks on the electric and gas installations and appliances as HomeCome may deem necessary to establish that the repairing obligations of the Landlord are being met **PROVIDED THAT**

(a) the cost of such checks shall be borne by the Landlord.

(b) on request by the Landlord HomeCome shall make available to the Landlord copies of any Certificates issued to them as a result of such check

7.11 The Landlord authorises HomeCome to initiate such action under the Landlord's service agreement for the central heating and hot water system as HomeCome may deem fit to ensure the effective and safe operation of central heating and hot water system, with the cost being met by the landlord.

8. Safety Regulations

8.1 Fire Safety

The Landlord must confirm that all the Fixtures and Fittings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

8.2 Gas Safety

The Landlord must confirm that the Premises comply with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate is available at his or their address for inspection by HomeCome.

8.3 Electrical Safety

The Landlord must confirm that all electrical appliances and equipment at the Premises at the date of this Lease are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol and an appropriate electrical certificate is available at his or their address for inspection by HomeCome.

8.4 Energy Performance

The property will require an Energy Performance Certificate

9. Exclusion of Section 38

9.1 It is agreed by the parties to this Lease that prior to the date of this Lease they agreed that the provisions of Sections 24 to 28 (inclusive) of The Landlord & Tenant Act 1954 ("the 1954 Act") shall not apply to this Lease. The parties hereto confirm such agreement and it is further **AGREED AND DECLARED** that Sections 24 to 28 (inclusive) of the 1954 Act shall not apply to this Lease. HomeCome acknowledges and accepts that this Lease is without security of tenure and that HomeCome has no right to stay in the Premises when this Lease ends.

IN WITNESS whereof the parties hereto have duly executed this Lease as a Deed the day and year first before written

SIGNED AS A DEED

By the said

.....

in the presence of: -
(witness)

(print name)

.....

**SIGNED AS A DEED by
HOMECOME LIMITED**

By two Directors or one
Director and its Company Secretary

.....

- Director

.....

- Company Secretary