

## **GUARANTEED RENT AGREEMENT**

**Between**

**And**

**Aston Pearl**

**Regarding:**

This Guaranteed Rental Agreement is dated:

## Parties

(1) \_\_\_\_\_ of  
(the “**Landlord**”)

(2) Aston Pearl (incorporated and registered in England and Wales with company number: 10982629 whose registered office is 74 Southbridge Road, Croydon, CR0 1AE (the “**Tenant**”)

## General

All parties consent to and undertake the terms of this agreement which shall commence once this agreement is signed and dated by all parties.

## Agreed Terms

The following definitions and rules of interpretation apply in this agreement.

### 1. Definitions

**1.1.** In this Agreement, the “Property” is the dwelling house/flat known as:

**1.2. Fair wear and tear:** The Tenant follows published guidelines on the DPS website to determine fair wear and tear. The Tenant’s liability towards any malicious damage is limited to a maximum of six weeks’ rent.

**1.3. Interior of the property:** The internal doors, internal surfaces of the windows, interior surfaces of the ceilings, floors, main structural and/or internal walls of the Property.

**1.4. Main structure:** All those parts of the property over which the landlord has control, but which are not regarded as the interior of the property.

**1.5. Occupant:** The person(s) living at the Property

**1.6. Rent commencement date:** The mutually agreed date of \_\_\_\_\_ that Aston Pearl becomes liable to start paying rent to the Landlord, subject to any works schedule provided by Aston Pearl having been completed and the compliance documents provided by the landlord as required, including, Gas Safety Certificate, EICR, EPC, FRA, recent proof of ownership or authority from owner to rent the property and proof of I.D. (driver’s license or passport). See Section 5 in relation to these matters.

- 1.7. **Rent:** per calendar month (or such other sum as may subsequently be agreed by the parties) to be paid each month by 30<sup>th</sup> to the Landlord Aston Pearl will pay the landlord the first month's rent for the one-month period starting on the rent commencement date (clause 1.6). The next rental payment will be the day after the first month ends for the period up to and including the fourteenth day. Thereafter, rent will be paid monthly to the landlord on the fifteenth day of each month. The Rent shall be paid to the bank details provided in Appendix 1, it is the Landlord's responsibility to ensure these are correct and inform Aston Pearl of any changes to these details.
  - 1.8. **Tenancy commencement date:** The date that Aston Pearl takes vacant and exclusive possession of the property from the landlord, receive all keys and receive all valid compliance certificates from the landlord as required, including: Gas Safety Certificate, Electrical Installation Condition Report (EICR), Energy Performance Certificate (EPC), Fire Risk Assessment (FRA), known as
  - 1.9. **Term:** months from the Tenancy Start Date. Please note that this agreement will automatically renew for another twelve months on the same terms and conditions and continue to do so at the end of each term unless a notice is served in accordance with section 7.
  - 1.10. **Uninhabitable:** unfit for human habitation as noted in Section 8 of the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018.
  - 1.11. **Working Day:** All days of the year except for Saturdays, Sundays, and public holidays.
2. Agreement for Guaranteed Rent
    - 2.1. The landlord grants the Tenant a fixed-term tenancy of the Property in order that the Tenant may itself sublet the Property to other parties as residential accommodation
    - 2.2. The Tenant guarantees the rent due under this agreement which shall be paid regardless of whether the property is occupied or not. The Landlord is not entitled to any monies from the Tenant or the occupants except the rent guaranteed in clause 1.7 unless the property becomes Uninhabitable for any reason in which case rent will cease to be paid until the Property is habitable again and confirmed by Apex in writing.
    - 2.3. In this Agreement if there is more than one Landlord, their liability is joint and several. Each Landlord will therefore be liable for all sums due under the agreement, not solely their apportioned part.
3. **Tenant Obligations**
    - 3.1. The Tenant shall use reasonable endeavours to allow and permit the Landlord and its authorised agents, mortgagees and other parties with the Landlord's authority access to the Property (having given not less than 5 working days' notice) to examine its state and condition and to repair or decorate the main structure,

however it is acknowledged that Aston Pearl houses vulnerable families and no viewings for sales or lettings shall be permitted until the property is vacant.

- 3.2. The landlord will not be responsible for Council Tax or utility bills whilst this agreement is in force. Where the property becomes Uninhabitable, Rent has ceased, and the Landlord has been notified in writing; the Landlord will become liable to pay for all Utility bills until the property become habitable. The Landlord may use this agreement to certify that he is not liable to these authorities if required.
- 3.3. The Tenant will provide vacant possession to the landlord at the end of the agreement; however, the landlord agrees to allow the Tenant the time required for legal proceedings at the Tenant's costs to evict the Occupants if needed. The Tenant will continue to pay the rent until vacant possession is provided to the Landlord.
- 3.4. Upon the property being returned to the Landlord, the Tenant will endeavour to meet with the Landlord at the property to agree the condition. The Landlord must report any malicious damage with photographic evidence within seven days of the Property return.
- 3.5. The Landlord must allow the Tenant the opportunity to inspect and put right any required maintenance repairs that have been previously mutually agreed upon, within a reasonable timeframe. The Tenant will not be responsible for any matter raised seven days after the return of the property.
- 3.6. The Tenant will return the property in a reasonable condition allowing for Fair wear and tear based on the size of the Property and number of Occupants.
- 3.7. The Tenant is liable to pay the agreed rent for the Property until the date the property is vacant and ready for return as confirmed to the landlord in writing.

#### **4. Landlord Obligations**

- 4.1. To provide vacant possession to the Tenant at the start of the tenancy to be enjoyed throughout the tenancy without interruption by the Landlord or any associated person, agent, person or body on behalf of the Landlord.
- 4.2. The Landlord is responsible for adequate insurance to let the property including emergency cover and to provide a copy of the full insurance documents to the Tenant before the rent commencement date and within seven days of the annual insurance renewal. The Landlord hereby authorises the Tenant to act on his behalf to liaise with their insurance company to arrange emergency repairs and provide emergency accommodation for the Occupant at the insurer's cost in the case of any insurable event occurring and giving rise to a claim. The Landlord will be responsible for any excess amount in case of a claim on their insurance policy.
- 4.3. To ensure that the Main Structure and exterior of the Property; and all installations (whether inside or outside the Property) for space heating, central heating, water heating and sanitation and for the supply and use of water, gas, and electricity to or in the Property are kept in good repair.

- 4.4. It is noted that Aston Pearl houses vulnerable families and if the Tenant has given the landlord notice in writing (including e-mail) of the need for routine, urgent or emergency repair, the landlord must respond and carry out the works within the timescales set out below or authorise Aston Pearl to do so on their behalf.

Emergency: 24 Hours: Serious risks to health & safety or the property.

Urgent: 5 Working Days: Serious problems which are not emergencies.

Routine: 10 Working Days

If the necessary works are not completed to the Tenant's reasonable satisfaction within these timescales, then the Tenant shall be entitled to carry out the necessary works or repairs and shall be entitled to recover its costs of so doing, from the Rent. If a Landlord fails to respond within the relevant timeframe, they shall be deemed as providing consent for Aston Pearl to carry out the works and deduct the cost of works and associated administrative costs of arranging works from the Rent due to the Landlord.

- 4.5. Duly and promptly make all payments due under any mortgage, Ground rent or service charge obligations affecting the Property and comply with all the mortgagee's obligations under such mortgage and to obtain any and all required necessary consents from the mortgagees, superior landlord, freeholder, council (including planning permission) or insurers to enter this lease and to pay all charges in the nature of rates payable to any local authority and all taxes assessments and outgoings imposed or charged upon the Property other than water rates, council tax and utilities. To comply with any covenants attached to the Property.
- 4.6. To provide the Tenant with a current gas safety certificate at the start of the tenancy and annually thereafter until the property is returned to the landlord. To ensure that an effective CO monitor is positioned close to the boiler. It is agreed that if a valid Gas safety certificate is not provided by the landlord seven working days prior to the expiry of the existing certificate then the Tenant shall arrange for one to be carried out and deduct the associated costs including any works required to obtain a valid Gas safety certificate from the rent.
- 4.7. The Tenant recommends that the landlord insures the Property with British Gas Homecare 300 or a similar home emergency cover provider to cover as a minimum: boiler maintenance and boiler breakdown, central heating, annual boiler service and plumbing and drains. The certificate of cover should be provided to the Tenant at the start of the tenancy and annually thereafter until the Property is returned to the landlord.
- 4.8. To ensure that the electrical installations in the Property and the Building are tested by a NICEIC approved engineer as often as necessary to comply with the current NICEIC main technical standard and that the installations are satisfactory and

provide Aston Pearl with a copy of the Electrical Installation Condition Report (EICR). It is agreed that if a valid EICR certificate is not provided by the landlord seven working days prior to the expiry of the existing certificate then the Landlord agrees for the Tenant to arrange one to be carried out and deduct the associated costs including any works required to obtain a valid EICR from the rent.

- 4.9. To provide the Tenant with a copy of the Energy Performance Certificate (EPC) To ensure that the property has adequate provision of fire alarms, heat/smoke/CO detectors throughout to comply with legislation for rented private dwellings which must include at least one on each floor in any event.
- 4.10. To provide the Tenant with a copy of the Fire Risk Assessment (FRA) for any properties sharing a communal area, for example a flat in a block with communal entrance.
- 4.11. To replace as soon as practicably possible, and in any event within 3 working days, any cooker, fridge, freezer or washing machine which are not in proper working order, having received a written request (including to the e-mail provided) from the Tenant to do so.
- 4.12. To comply with the Furniture and Furnishings (Fire) (Safety) regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) Regulations 1993 and any amendment of them. And, to comply with the regulations set out in the Housing Health and Safety Rating System (HHSRS), specifically to ensure that there are no hazards at the Property which are listed as Category 1 Hazards. To comply with any other relevant legislation that may come into place in the future.
- 4.13. To replace any damaged furniture at the Tenant's request but not before at least 12 months of the contract have elapsed.
- 4.14. To give the Tenant two full sets of keys for all the locks to the Property on the commencement of this agreement.
- 4.15. To undertake not to attempt to or to effect entry to the Property save in the event of an emergency falling within the landlord obligations under this agreement and only then after having made all reasonable efforts to notify the Tenant or the Occupant beforehand.
- 4.16. In the event that the Tenant or its licensees or sub-licensees become involved in any action (formal or informal) brought by any mortgagee or superior landlord against the Landlord, the Landlord agrees to undertake full and complete restitution of all costs and damages incurred by the Tenant.
- 4.17. To undertake not to serve, attempt to serve or authorise the service by others of Notices to the occupants directly, nor to try to evict those occupants.
- 4.18. To comply with all current and future legislation.

## **5. Termination**

- 5.1. This agreement may be terminated by either party by giving three months' notice to expire at the end of the term. Once the Landlord has issued the notice to terminate

the agreement, the Tenant may return the property at any time and does not have to wait for a specific date. It is agreed that upon notice to terminate the Landlord shall promptly repay to the Tenant any outstanding payment on his account for repairs or on any other account.

- 5.2.** Upon receipt of a formal notice from the landlord to terminate the agreement, the rent will then revert to being paid in arrears until the property is handed back to the landlord.
- 5.3.** In the event that unforeseen changes in legislation, rates of benefits and the like should occur, deeming the Tenant unable to fulfil their obligations under this Agreement, then the Tenant shall be entitled to end this agreement at any time by giving the landlord not less than one-months' notice in writing.
- 5.4.** Any notice concerning this agreement shall be in writing and shall either be left (and a receipt obtained for proof) or sent by recorded delivery to Aston Pearl 74 Southbridge Road, Croydon, CR0 1AE.
- 5.5.** This agreement may be terminated summarily by Aston Pearl in the event of instructions being received from the Landlord which the Tenant in its sole discretion deemed to be in any way unlawful, illegal, unreasonable and or contrary to the natural rules of justice and or if the Landlord is deemed to be in breach of any of the terms of this or any other any agreements with the Tenant.
- 5.6.** The parties agree to keep the terms of this agreement confidential.
- 5.7.** This agreement shall be governed by the laws of England and Wales and the parties to agree to submit to the exclusive jurisdiction of the English courts.

Schedule 1

Special Conditions and Addendums

**Signed on behalf of:** (by signing this document as agent (if applicable) you certify that you have the owner's permission to do so and have provided us with a copy of your signed authority). **This contract is not valid unless signed by the Statutory Director, COO or CFO of Aston Pearl.**

**Aston Pearl (the Tenant):**

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**Signatory Zuber Dhuka**

**(the Landlord) :**

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Appendix 1

**Landlord Bank Details**

Bank Name:		Account Name:	
Account No:		Sort Code:	