

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

**It is subject to any manuscript amendments following negotiation between the Landlord and Tenant in relation to this property.**

**Such amendments will be signed or initialled by the parties prior to the grant of the tenancy.**

## IMPORTANT

- This Tenancy Agreement is a legal and binding contract and the Tenant is responsible for the payment of the rent for the entire agreed term. The tenancy may not be terminated early unless the Agreement contains a break clause or written permission is obtained from the Landlord.
- Where there is more than one Tenant, all obligations including those for rent and repairs can be enforced against all the Tenants jointly and against each individually.
- If either party does not understand this Agreement or anything contained in it, they should ask for an explanation before signing it. They may consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.

## GENERAL NOTES

- 1) This Agreement is for letting furnished or unfurnished residential accommodation on an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 as amended by the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of Landlord and Tenant.
- 2) Prospective Tenants should have an adequate opportunity to read and understand this Tenancy Agreement before signing in order for it to be fully enforced.
- 3) This Agreement may be used for tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
- 4) The name and address of the Letting Agent who arranged this tenancy is: Thomas James Morgan trading as Jungle Property of The Red Brick Building, Morland Road, Morlands Enterprise Park, GLASTONBURY, BA6 9FT

NON-CORE TERMS

## **2. TENANT'S OBLIGATIONS**

The Tenant hereby agrees to the following:

### **GENERAL LIABILITIES, SERVICES AND UTILITIES**

- 1) As joint and several Tenants to be responsible and liable for all obligations under this Agreement.
- 2) To pay the rent, whether formally demanded or not, and all other sums due to the Landlord on time.
- 3) To occupy the Property as the Tenant's only or principal home.
- 4) To be held liable for the reasonable net costs involved in carrying out repairs and maintenance to the Property or its fixtures or fittings or contents (if any) where such action is required as a result of negligence, or significant breach of this Agreement, or misuse, by the Tenant or his invited guests or visitors.
- 5) To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the tenancy in respect of the Property or, if the Landlord pays it, to reimburse the Landlord.
- 6) To be responsible for the payment of all associated charges in respect of the use and supply at the Property during the tenancy of any telephone service, electricity, gas, oil and any other relevant fuels, water and environmental services.
- 7) Where the Property is served by a septic tank or cesspit, to be responsible for the emptying or clearing such facilities, as required, during the tenancy.

- 8) Where the Tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.
- 9) Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the Property.
- 10) Not to have or allow a prepayment meter to be installed at the Property during the tenancy without the prior written consent of the Landlord or his Agent. If a prepayment meter is installed at the Property during the tenancy, the Tenant agrees to have the prepayment meter removed from the Property before the end of the tenancy.
- 11) If the Tenant brings into the Property any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipework in the Property by a suitably qualified gas engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Property. The Tenant shall produce to the Landlord annually a Gas Safety record for any such appliance.
- 12) Where the Tenant is notified prior to commencement of the tenancy, in writing or by the provision of copy documents, of any agreements or restrictions contained in any superior or head lease affecting the Property which may bind the Landlord (and his Tenant) in the use or occupation of the Property, not to break such agreements or restrictions.
- 13) Not to use the Property, or knowingly allow it to be used, for illegal or immoral purposes including the use of any illegal drugs which are or become prohibited or restricted by statute.
- 14) For the duration of the tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Property.
- 15) Subject to the next condition, to use the Property only as a single private residence for the occupation of the Tenant and not to carry on any formal or registered trade, business or profession there, nor allow anyone else to do so.
- 16) The Tenant shall not carry on a "home business" at the premises as defined by section 43ZA of the Landlord and Tenant Act 1954 (or as defined by regulations made under that section) without the prior written consent of the Landlord or his Agent.
- 17) Not to assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof without first obtaining the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld.
- 18) Deliver to the Landlord or his Agent as soon as is practical (and in any event within 21 days) after receipt, the original of any formal or legal notice or orders or other similar document delivered to the Property by a third party which relate to, or might significantly affect, the Property, its boundaries or adjacent properties.
- 19) To pay, or be liable to pay, the reasonable net costs incurred by the Landlord or his Agent or professional advisers, in successfully enforcing or remedying any breach of, or significant failure to comply with, the obligations of the Tenant under this Agreement.

- 20) To be liable at any time to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord or his Agent on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.
- 21) To keep the interior of the Property during the term in as good and clean state of repair condition and decoration as the Property was in at the commencement of the tenancy and make good all damage and breakages to the Property and its contents that may occur during the tenancy, that are the responsibility of the tenant (with the exception of fair wear and tear and accidental damage by fire).
- 22) Not to serve a notice of termination of the tenancy which expires during the Initial Period of the Tenancy.
- 23) Notify the Landlord or his Agent in writing at least one calendar month before the end of the Fixed Term of the tenancy if the Tenant intends to vacate on expiry of the Initial Period of the Tenancy.
- 24) On or after the expiry of the Initial Period of the Tenancy, notify the Landlord or his Agent in writing at least one calendar month before if the Tenant intends to terminate the tenancy which must expire at the end of a period of the tenancy which equates to the day number before the day of the commencement date of the Initial Period of the Tenancy.
- 25) To pay, unless a court orders otherwise, the Landlord's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement or in respect of serving notices and any related proceedings.

#### **THE PROPERTY, FIXTURES, FITTINGS AND CONTENTS (IF ANY)**

- 26) Not to alter the appearance or decoration or structure of the Property or its fixtures or fittings or contents (if any) either internally or externally without first obtaining the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld.
- 27) To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Property.
- 28) To notify the Landlord or his Agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the Property or any communal areas, approach roads or passageways adjacent to or leading to the Property and any other facilities provided by the Landlord which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the Property itself. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- 29) To notify the Landlord or his Agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the Property or any communal areas, approach roads or passageways adjacent to or leading to the Property and any other facilities provided by the Landlord for which the Landlord has a statutory repairing obligation. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.

- 30) Not to keep at, or bring to the Property, any inflammable or other material or equipment which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Property or the health of its occupants or of the neighbours which includes, but is not limited to, Calor gas and paraffin heaters. Not to burn candles, joss sticks, oil lamps, tea lights, hookah pipes or incense in the property.
- 31) To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November and February, to prevent damage by frost or freezing occurring to the Property or its fixtures or fittings or contents (if any) provided the parts of the Property, its fixtures or fittings or contents (if any) susceptible to frost or freezing are kept adequately insulated by the Landlord.
- 32) Not to place or fix any aerial, satellite dish, or notice or advertisement or board or poster onto the Property (either externally or internally) without first obtaining the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where granted, the Tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by the Landlord. The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 33) Not to do anything at the Property or allow others to use the Property in a way which causes a nuisance, annoyance or damage to neighbouring, adjacent or adjoining property; or to the owners or occupiers of them. This includes any nuisance caused by noise.
- 34) Not to remove from the Property any of the Landlord's fixtures or fittings or contents (if any), or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior written consent of the Landlord or his Agent. Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned, within reason, to the same places from which they were removed.
- 35) Not to attach adhesives, blu-tac, bolts, fixings, nails or screws to walls or ceilings or woodwork without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld and to make good at the end of the tenancy or be liable for the reasonable costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.
- 36) Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the tenancy or be liable for the reasonable costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.
- 37) Not to store or keep on the Property or any communal car park any boat, caravan, camper, motorhome or commercial vehicle without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 38) Not to repair cars, motorcycles, vans or other commercial vehicles at the Property apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.

- 39) Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent to or leading to the Property any motor car, motorcycle, bicycle or any other vehicle belonging to or used by the Tenant or by any of his invited guests or visitors and to observe all requests made by the Landlord from time to time relating to parking of such vehicles.
- 40) To take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Property or its fixtures or fittings or contents (if any).
- 41) Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the Property set out under this Agreement, the Tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with the Landlord or his Agent, or earlier if urgency requires it, of being asked in writing to do so by the Landlord or his Agent. After that time, the Landlord or his Agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.
- 42) Not to introduce into the property any furniture or furnishings that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 43) To leave the fixtures and fittings and contents at the expiry of the tenancy in the same places in the Property in which they were at the grant of the tenancy.
- 44) To leave no dryer, washing machine or dishwasher in the Property to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely and fully responsible for any damage caused to the Property or anything therein caused as a result of such operation by the Tenant in breach of the provisions of this clause.
- 45) Before requesting a repair, to check if the repair of the defect is a Tenant obligation and carry out reasonable checks to ensure that a call-out by a contractor is necessary. Further, where the repair of the defect is a Tenant obligation or where no defect is found pay reasonable costs for any contractor call-out.

#### **USE OF THE PROPERTY, FIXTURES, FITTINGS AND CONTENTS (IF ANY) IN A TENANT-LIKE MANNER**

- 46) To take reasonable and proper care in the use of the Property, its fixtures and fittings and contents (if any) and not to deliberately damage or alter the Property, its décor, fixtures or fittings or contents (if any) either internally or externally.
- 47) Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the Property or its contents (if any).
- 48) At least once every nine months of the tenancy to sweep any working chimneys made use of by the Tenant and provide the Landlord or his Agent evidence to demonstrate compliance with this clause.

- 49) To clean or have cleaned both internally and externally all reasonably accessible windows of the Property as necessary during the tenancy.
- 50) Where the Tenant, his invited guests or visitors are responsible by any action for any cracked or broken glass on the Property, to promptly repair or replace such glass with the same quality glass and be liable for the costs involved.
- 51) To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adapters or extension cables when connecting appliances to the mains electric system.
- 52) To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.
- 53) To have reset by a competent person any electrical wiring device, residual current device, residual current circuit breaker etc. that disconnects the electrical installation as a result of an imbalance caused by the electrical installation not being used by the Tenant, his invited guests or visitors as intended or by faulty electrical equipment supplied by the Tenant, his invited guests or visitors.
- 54) To test at regular intervals any battery-operated smoke alarms or carbon monoxide detectors fitted in the Property and replace any battery in an alarm or detector which is found not to be working. If the alarm or detector is not working after the fitting of a new battery, to promptly inform the Landlord or his Agent.
- 55) To keep the drains, pipes, gutters and channels in or about the Property clear and not to cause blockage to any sink, basin, toilet or waste pipe which serves such fixtures.
- 56) Not to fix or suffer to be fixed to the exterior or windows of the Property any notice board notice sign advertisement or poster.
- 57) Not to keep or suffer to be kept in or on the Property any living creature without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld.
- 58) Not to smoke in or on any part of the Property or allow any invited guests or visitors to smoke in or on any part of the Property. If there is any evidence of smoking or smoke damage in or on any part of the Property, the Tenant agrees for the whole Property (including all its fixtures and fittings and contents (if any), carpets, curtains (including net curtains), blankets, bedding, upholstery) to be cleaned by an accredited professional cleaning company before the end of the tenancy or be liable for the reasonable costs for the whole of the Property to be cleaned by an accredited professional cleaning company.
- 59) Where the Property is served by an oil installation, to be responsible for, checking the level in the oil tank regularly, ensuring no oil fired equipment is allowed to operate to a point that the oil tank is empty of oil, oil spills when the oil tank is filled and informing the Landlord of any oil spills. The Tenant is liable for the reasonable costs associated with a breach of this Condition including any maintenance or repairs required as a result of air locks in, or contamination of, the system caused by the Tenant allowing oil fired equipment at the Property to operate to a point that the oil tank is empty.

## **GARDENS**

- 60) Not to dig up, or cut down, any trees, shrubs or bushes or timber, except with the Landlord's prior written consent.
- 61) To cut the grass (if any) of the Property with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated as at the commencement of the tenancy.

## **INSURANCE**

*(For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the Property are his responsibility and are not covered by any insurance policy maintained by the Landlord).*

- 62) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Property as provided by the Landlord, or may cause an increased premium to be payable in respect thereof and to repay to the Landlord if the Landlord shall desire all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy rendered necessary by the breach of this clause all such payments to be recoverable as rent in arrears.
- 63) In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Landlord's Property or its contents (if any), to promptly inform the authorities as appropriate and the Landlord or his Agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord or his Agent to assess whether to make a claim on any relevant insurance policy.
- 64) To reimburse the Landlord for any excess sum payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited guests or visitors in breach of this Agreement.

## **LOCKS AND SECURITY**

- 65) Before leaving the Property empty or unoccupied for any continuous period in excess of 14 days, to provide the Landlord or his Agent reasonable notice and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Property and its contents (if any) whilst being left empty or unoccupied.
- 66) Not to change any burglar alarm codes (if any) without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the Landlord or his Agent with the relevant new code.
- 67) Not to change, alter, add to or otherwise damage any locks or bolts on the Property (except in the case of an emergency) without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the Property, to promptly provide the Landlord or his Agent with an appropriate set of keys.

- 68) If any lock or bolt is installed or changed on or in the Property without the prior written consent of the Landlord or his Agent to remove them if so required by the Landlord or his Agent and be responsible for the reasonable costs of making good any resultant damage to the Property or spoilage of decoration.
- 69) To take adequate precautions to keep the Property, including its external doors and windows, locked and secured, and any burglar alarm set, when the Property is empty.
- 70) During the tenancy, to take such reasonable precautions expected of a householder to keep the Property free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenants, to be responsible for the reasonable costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

### **ACCESS AND INSPECTION**

*(Co-operating with the Landlord or his Agent)*

- 71) Upon at least 24 hours' notice in writing, allow the Landlord or his Agent, or those authorised by the Landlord, access to view the Property, at all reasonable times, accompanying a prospective tenant or purchaser of the Property and ensure that the electricity and gas is kept on, the Property is kept in a tidy and presentable condition and the Property is kept warm during viewing periods.
- 72) Any breach of any part of the above clause will result in the Tenant being liable to the Landlord or his Agent for any costs or losses (including potential costs or losses) as a result of the breach. Those costs or losses include but are not limited to potential rent loss and, Council Tax which the Landlord may not otherwise have been liable for. For example, during a vacant period which may have been avoidable.
- 73) To permit, at the discretion of the Landlord or his Agent, a For Sale or To Let board to be displayed on the Property.
- 74) In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the Landlord's Property in order to carry out any work required to the Property or their neighbouring property under the Party Walls etc. Act 1996.
- 75) To permit the Landlord, and any superior Landlord or his Agent or contractors or those authorised by the Landlord, from time to time upon giving at least 24 hours' notice in writing (except in an emergency), to enter the Property at all reasonable times for the purposes of inspection and repair of the Property, its fixtures and fittings and contents (if any), and to do work which might be required from time to time in order to fulfil obligations under this Agreement or relevant legislation.

### **AT THE END OF THE TENANCY**

- 76) To clean to a good standard, the Property, its fixtures and fittings and contents (if any), including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the tenancy.

- 77) To remove all the Tenant's refuse and rubbish from within the Property and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.
- 78) Deliver up the Property to the Landlord at the end of the tenancy in the same good and clean state of repair condition and decoration as they were in at the commencement of the tenancy, fair wear and tear and accidental damage by fire excepted.
- 79) To return all keys to the Property (including any new or additional or duplicate keys cut during the tenancy) to the Landlord or his Agent promptly on the last day of the tenancy. Where all keys are not returned by 1pm on the day of vacation pay rent for each additional day until and including the day all keys are returned to the Landlord or his Agent.
- 80) Having replaced the Landlord's items in the same areas of the Property as at the commencement of the tenancy, to co-operate in the checking of any Inventory and Schedule of Condition by meeting the Landlord or his Agent or inventory clerk at the Property at the end of Tenancy Check-Out.
- 81) To remove all the Tenant's belongings, property, personal effects, foodstuffs, furnishings and equipment from the Property on or before the last day of the tenancy.
- 82) Any of the Tenant's goods left behind at the Property will be considered abandoned if, after the end of the tenancy and after the expiry of 14 days written notice sent, addressed to the Tenant, to the single address required to be provided by the Tenant under Clause 1.15 of this Agreement or, in the absence of such an address, to the address of the Property subject to this tenancy given at Clause 1.6) the Tenant has not removed or retrieved them. After this time the Landlord or his Agent, may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the reasonable costs of arranging such removal storage or disposal and such costs may be deducted from the sale proceeds (if any) or Tenancy Deposit and any surplus costs after such deduction will remain the liability of the Tenant.
- 83) Where such items belonging to the Tenant described in Clause 2.77), 2.81), and 2.82) above are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or unreasonably inconvenience the Landlord or other person's immediate ability to comfortably occupy or make use of, or re-let, or sell the Property, or any part of the Property, the Landlord reserves the right to charge the Tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by the Tenant, or in line with Clause 2.82).
- 84) To promptly provide as soon as is practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to the Landlord or his Agent for ease of administration and communication between the parties, including the processes involved in the return of the Tenancy Deposit.
- 85) To arrange within 7 days of the end of the tenancy, postal redirection by the Post Office of the Tenant's post. Any post addressed to any previous occupiers received at the property after the end of the tenancy will be marked with a cross through the address, labelled 'Not known at this address' or 'No longer lives here' and be put in a letterbox.
- 86) To sweep any working chimneys and provide the Landlord or his Agent evidence to demonstrate compliance.

- 87) Where the Property is served by an oil installation, to ensure the oil level in the oil tank is returned to the same level it was at the start of the tenancy.
- 88) There is no legal or contractual obligation for the Landlord or his Agent to provide a reference for the Tenant at the end of the tenancy.

### **3. LANDLORD'S OBLIGATIONS**

The Landlord agrees to the following:

- 1) To keep the Property and the Landlord's contents (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the Landlord considers necessary from time to time.
- 2) Not to interrupt or interfere with the Tenant's lawful occupation, enjoyment or use of the Property other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this Agreement and having provided at least a minimum of 24 hours prior written notification.
- 3) To comply with the requirements of Section 11-14 of the Landlord and Tenant Act 1985 (as amended) which imposes obligations on the Landlord to keep in repair the structure and exterior (including drains, gutters and external pipes) of the Property, to keep in repair and proper working order the installations in the Property for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity), and to keep in repair and proper working order the installations in the Property for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the Property and the locality in which it is situated.
- 4) Where the Landlord supplies a working burglar alarm with the Property at commencement of the tenancy, to keep it in working order and repair, but only where such a repair is not caused by negligence or misuse by the Tenant, his invited guests or visitors.
- 5) To take reasonable steps to ensure that any appliances or equipment supplied by the Landlord to the Tenant are safe, in proper working order and maintained in accordance with the Landlord's statutory obligations applicable to any such appliances or equipment and in accordance with manufacturer's instructions during the tenancy. Any appliances or equipment that will not be repaired or replaced at the Landlord's expense are detailed in the Special Conditions of the Agreement.
- 6) To provide the current Gas Safety record, sometimes referred to as a Gas Safety Certificate to the Tenant.
- 7) Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an Agent to whom the rent due under this Agreement shall be paid. If the Landlord fails to appoint such a representative or Agent the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non-UK resident Landlords.

#### **4. TENANCY DEPOSIT**

- 1) The Tenancy Deposit referred to in Clause 1.11) will be held as security for and in respect of the performance by the Tenant of all the obligations of the Tenant in this Agreement including those set out in this Section (Section 4), to pay for or be used for, in the following order of priority;
  - a) Any damage, or compensation for damage, to the Property or its fixtures or fittings or contents (if any) or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the tenancy.
  - b) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any meaningful breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Property, its fixtures and fittings and contents.
  - c) Any sum which is or becomes repayable by the Landlord or his Agent to the local authority with regard to Housing Benefit which has previously been paid directly to the Landlord or his Agent relating to the Tenant named in this Agreement.
  - d) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
  - e) Any costs associated with reconnecting or resuming utility, water or environmental services where the Tenant allows, either by default or specific instruction, the utility or service to be cut off, whether during or at the end of the tenancy.
  - f) Any rent or other money lawfully due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
  - g) Any increase in premium for the Landlord's insurance policy and all expenses incurred in or about the renewal of any such policy resulting from any action or inaction on the part of the Tenant, his invited guests or visitors in breach of this Agreement and which remains unpaid after the end of the tenancy.
  - h) Any excess sum payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited guests or visitors in breach of this Agreement and which remains unpaid after the end of the tenancy.

#### **DEALING WITH THE TENANCY DEPOSIT AFTER THE END OF THE TENANCY**

- 2) The Tenancy Deposit (or appropriate balance) will be returned as soon as is reasonably practicable once vacant possession has been obtained following the final day of the tenancy, after the deduction of any sums or money (if any) in accordance with Section 4 of this Agreement which are due to the Landlord arising from the Tenant's breach of or failure to comply with the Tenant's obligations under this Agreement.
- 3) The Tenancy Deposit (or appropriate balance) will be returned to the Tenant by the DPS directly into the Tenants bank account. Where the Tenant comprises more than one person, the Tenancy Deposit (or appropriate balance) may be returned to any one of them individually for and on behalf of all Tenants.

- 4) The Tenant will be notified in writing of any deductions and correspondence will be sent, addressed to the Tenant, to the single address required to be provided by the Tenant under Clause 2.84) of this Agreement or, in the absence of such an address, to the address of the Property subject to this tenancy given at Clause 1.4).
- 5) Where a dispute or difference relating to the treatment, application or repayment of the Tenancy Deposit remains unresolved for more than 28 days after the end of the tenancy, the dispute may then be referred to the Alternative Dispute Resolution service, to provide adjudication on the dispute. Both parties need to agree this service and confirm this in writing.
- 6) If monies lawfully due to the Landlord under this Agreement are more than the Tenancy Deposit held the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.

## **5. FORFEITURE - RIGHT OF RE-ENTRY**

If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if there shall be a serious breach of any of the obligations on the part of the Tenant the Landlord may re-enter the Property or any part thereof in the name of the whole and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights and remedies of the Landlord.

In order to exercise his legal rights under this clause, the Landlord will first need to obtain a Court Order.

## **6. DATA PROTECTION & CONFIDENTIALITY**

Letting Agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant, including past, present and future known addresses of the parties. They may do so with other Letting Agents and with credit and reference providers for referencing purposes and rental decisions, with utility and water companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, the Landlords Referencing Service, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

## **7. GENERAL**

- 1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home or intends to occupy the Property as his or her only or main home.
- 2) "The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy.
- 3) "The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all the Tenants jointly and against each individually.
- 4) "Contents (if any)" means the Landlord's furniture, carpets, curtains and other effects at the Property and listed in the Inventory and Schedule of Condition Check-In Report.

- 5) "Property" in these Conditions includes the Landlord's fixtures and fittings therein.
- 6) If the Property comprises part only of a building the letting shall include the use (in common with others) of access ways to and from the Property inside the building.
- 7) References to masculine gender include the feminine, to the singular include the plural, and to "month" mean calendar month.
- 8) The Landlord's repairing obligations referred to in Section 3 of this Agreement shall not be construed as requiring the Landlord to:
  - a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Property in a Tenant-like manner
  - b) to rebuild or reinstate the Property in the case of destruction or damage by fire or by tempest, flood or other inevitable accident, or
  - c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 9) The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.
- 10) This Agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies in England. If a Court decides that some part of the Agreement is invalid or unenforceable, the rest of the Agreement will still be valid and binding on all parties.
- 11) A notice given to the Tenant under or in connection with this Agreement shall be served by one or more of the following methods:
  - a) delivered personally; or
  - b) left at the Property; or
  - c) sent through the post in a registered letter.
- 12) A notice given to the Tenant under or in connection with this Agreement using the methods defined in 7.11 shall be deemed to have been served at the following times:
  - d) if delivered personally, at the time of delivery; or
  - e) if left at the Property, at the time of delivery; or
  - f) if sent through the post in a registered letter, on the second Business Day after posting whether it is received or not, provided that it is not returned undelivered.
- 13) The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given under the provisions of this Agreement.
- 14) The Landlord's address for service of notices by the Tenant as prescribed under Section 48 of the Landlord and Tenant Act 1987 is as given in 1.3) of this Agreement.

## **9. TENANT FEES – PERMITTED PAYMENTS**

The Tenant agrees to make the payments detailed below as applicable, when applicable.

- 1) For arranging the variation, assignment or novation of a tenancy at the Tenant's request - £ equivalent to two hours at the prevailing hourly rate for Professional Fees on the date request agreed as published on the Agent's website PLUS (where applicable) the cost of compilation of any Check-Out Report at the prevailing cost on the date request agreed as published on the Agent's website PLUS (where applicable) the cost of compilation of any Inventory and Schedule of Condition Report at the prevailing cost on the date request agreed as published on the Agent's website PLUS (where applicable) Tenant Reference fee for any replacement tenant at the prevailing costs on the date request agreed as published on the Agent's website - payable to the Landlord or his Agent before the variation, assignment or novation is arranged.

- 2) For arranging the termination of a tenancy at the Tenant's request in the case of the Initial Period of the Tenancy, before the end of the period, or without the Tenant giving the period of notice required under the tenancy agreement or by virtue of any rule of law - £ equivalent to five hours at the prevailing hourly rate for Professional Fees on the date request agreed as published on the Agent's website PLUS the cost of compilation of a Check-Out Report (A) at the prevailing cost on the date request agreed as published on the Agent's website PLUS the cost of compilation of an Inventory and Schedule of Condition Report (B) at the prevailing cost on the date request agreed as published on the Agent's website PLUS Tenant Reference fee (C) for any replacement tenant at the prevailing costs on the date request agreed as published on the Agent's website - payable to the Landlord or his Agent before the termination is arranged. For arranging the termination of a tenancy before the end of the Initial Period of the Tenancy, the amount payable is apportioned by dividing the total cost of A, B & C (above) by the number of days in the Initial Period of the Tenancy, multiplied by the number of days since the commencement of the Initial Period of the Tenancy (payable by the Landlord), and multiplied by the number of days remaining in the Initial Period of the Tenancy (payable by the Tenant to the Landlord or his Agent).
- 3) For loss of a key to, or other security device giving access to, the property to which the tenancy relates - £ any third-party costs incurred - payable to the Landlord or his Agent within 7 days of the loss. Security device includes a proximity device such as a fob or card.
- 4) For failing to make a payment of rent in full before the end of the period of 14 days beginning with the date ("the due date") on which the payment is required to be made in accordance with the tenancy agreement - £ the aggregate of the amounts found by applying, in relation to each day after the due date for which the rent remains unpaid, an annual percentage rate of 3% above the Bank of England base rate to the amount of rent that remains unpaid at the end of that day - payable to the Landlord or his Agent.
- 5) For the provision of a third party service to satisfy a request made by the Tenant to the Landlord or a third party to perform an obligation the Tenant is contractually liable for, or to perform an obligation the Tenant behaving in a tenant-like manner is reasonably responsible for, or to carry out an action the Landlord is not contractually liable for, or to carry out an action the Landlord is not lawfully liable for - £ any third party costs incurred - payable to the Landlord or his Agent.
- 6) For failing to attend a pre-arranged appointment at the Property or failing to provide suitable access to the Property for any third party acting on behalf of the Landlord on the appointed day and at the appointed time - £ any other third party costs incurred - payable to the Landlord or his Agent within 7 days of the failed appointment.

**10. SIGNATURES OF THE PARTIES**

Signed by or for and on behalf of Landlord(s):

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Print Name(s):

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Signed by Tenant(s):

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.....

Print Names(s):

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.....  
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NON-CORE TERMS