

# ASSURED SHORTHOLD TENANCY AGREEMENT

[This document should not be used to create a tenancy where the initial fixed term is to be for more than three years;  
you should consult a Solicitor, as such an agreement must be created by Deed]

## IMPORTANT

- This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

**If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.**

*If completing this Agreement by hand make sure all information inserted is readable*

The Name and Address of the Letting Agent (if any) who arranged this tenancy is :-

**HOLKER ESTATES COMPANY LIMITED  
THE ESTATE OFFICE  
CARK IN CARTMEL  
GRANGE OVER SANDS  
CUMBRIA LA11 7PH**

**DEFINITIONS** The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

<b>The premises</b>	The premises include all, or any parts of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.
<b>Binding Date</b>	A tenancy agreement is not, technically, a legally binding contract until it has been “executed” by being Dated, after both parties (or their authorised representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.
<b>Landlord</b>	A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.
<b>Tenant</b>	A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.
<b>Joint and several liability</b>	The expression joint and several liability means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint tenants.
<b>Superior landlord</b>	People, or persons, to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.
<b>Head or Superior lease</b>	Means a Lease (if any) under which the landlord himself holds, or owns the premises and which contains the obligations of which the landlord, or his tenants in turn, may be bound.
<b>Fixtures and fittings</b>	References to fixtures and fittings relate to any of the landlord’s furniture, furnishings, sanitaryware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.
<b>The term or the tenancy</b>	References to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in clause 1.9
<b>(security) Deposit held as “agent for the landlord”</b>	This means that at the end of the tenancy, the agent (subject to any other over-riding contractual arrangements) should follow the landlord’s instructions regarding the apportionment of deductions from the tenant’s deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply with, the tenant’s obligations.
<b>(security) Deposit held as “stakeholder”</b>	This means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree on the apportionment of any deductions from the deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply with, the tenant’s obligations. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or unless an appropriate third party makes a decision.
<b>Consent of the landlord or his agent</b>	Where the consent of the Landlord or his Agent is required for the tenant to carry out some action it is strongly recommended that where such consent is granted, the tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
<b>Water charges</b>	This includes charges, rates or costs relating to water, sewerage and environmental services
<b>Utilities</b>	This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.
<b>Stamp Duty Land Tax</b>	Following changes, which came into force on 1st December 2003, the responsibility for paying any Stamp Duty Land Tax (SDLT) that might be due on a tenancy agreement, is solely the tenants. This is a legal obligation and the Inland Revenue may impose fines or penalties for failure to comply. The calculation of the liability for duty on rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from either <a href="http://www.arla.co.uk">www.arla.co.uk</a> or <a href="http://www.inlandrevenue.gov.uk">www.inlandrevenue.gov.uk</a> .
<b>Masculine &amp; feminine and singular &amp; plural</b>	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
<b>Agent</b>	Any letting or managing agent, or any other duly authorised person, notified to the tenant, who is acting from time to time on behalf of the landlord.
<b>Month / Monthly</b>	Means a calendar month.

<b>Inventory and or Schedule of Condition</b>	This refers to any document prepared by the landlord, the agent or an inventory clerk and provided to the tenant detailing the landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the landlord or his agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.
<b>TDSRA</b>	This refers to the Tenancy Deposit Scheme for Regulated Agents
<b>ICE</b>	This refers to the Independent Case Examiner

**1 SUMMARY of CORE TERMS**

**1.1 Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract**

**1.2 Name(s) of LANDLORD(S) :**

HOLKER ESTATE TRUST

**1.3 ADDRESS for Landlord(s) :**

10 DEVONSHIRE BUILDINGS, MICHAELSON ROAD, BARROW IN FURNESS, CUMBRIA LA14 2RJ

*IMPORTANT: - A landlord is required by law (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) to provide a tenant with his address when making written demands for rent **and** if that address **is not** in England and Wales, provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the landlord, by the tenant.*

***THEREFORE**, Where the address for the landlord inserted at 1.3 **is not** in England and Wales **you must insert**, in clause 1.4, an alternative address for the landlord (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987), which **is** in England and Wales.*

**1.4 Alternative ADDRESS for Landlord (if applicable) :**

**1.5 Name(s) of TENANT(S) :**

**1.6 ADDRESS of Tenant(s) :**

**1.7 ADDRESS of PREMISES to be LET :**

**1.8 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)**

**1.9 Initial TERM of the tenancy will be :**

6 months

**COMMENCEMENT date; from and including :**

**EXPIRY date; to and including :**

**1.10 RENT** £  per calendar month

Rent is payable in advance and is due upon the  day of each rental period and the first payment (or proportionate part) is to be made on or before the signing of this agreement.

**1.11 A security DEPOSIT** of £  Is to be paid on or before the signing of this agreement

**1.12 The LETTING AGENT**

will hold the security deposit referred to clause **1.11**

as **STAKEHOLDER** between the parties

## 2. TENANT'S OBLIGATIONS

**PLEASE NOTE: These are the things that the tenant agrees to do or not to do. It is important for the tenant to understand what he must or must not do. If the tenant breaks, or does not comply with any of these obligations, the landlord may be entitled to claim damages or compensation from the tenant, or to seek other legal remedies against the tenant, including the possibility of eviction.**

The tenant(s) agree(s) to the following:

- GENERAL LIABILITIES, SERVICES AND UTILITIES

- 2.1 As joint and several tenants to be responsible and liable for all obligations under this agreement.
- 2.2 To pay the rent, whether formally demanded or not, and all other sums due to the landlord on time. Payments by other persons on behalf of the tenants will be considered as if payments from the tenants. The landlord reserves the right to charge interest (calculated from day to day) at 4% over the Bank of England base rate on late payments and the landlord may recover the interest as though it were rent.
- 2.3 To occupy the premises as the tenant's only or principal home.
- 2.4 To be held liable for the fair net costs involved in carrying out repair and maintenance to the premises or its fixtures or fittings 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.
- 2.5 To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the tenancy in respect of the premises.
- 2.6 To be responsible for the payment of all associated charges in respect of the use and supply at the premises during the tenancy of any telephone service, electricity, gas, oil and any other relevant fuels, water and environmental services etc.
- 2.7 Where the premises are served by a septic tank or cesspit, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.
- 2.8 To notify, at commencement of the tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of the tenant's liability for their charges and to have all such accounts transferred into the tenant's name for the duration of the tenancy.
- 2.9 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.
- 2.10 Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises.
- 2.11 Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior consent of the landlord or his agent which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.12 Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with full details of the new supplier and account numbers etc. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.13 Not to change or transfer any existing telephone number at the premises without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with the details of the new number and, at the request of the landlord, pay the telephone companies reasonable standard costs of storing the landlord's number for re-use at the end of the tenancy. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)*

- 2.14 If the tenant brings into the premises any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipework in the premises by a suitably qualified Corgi 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 premises.
- 2.15 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 premises which may bind the landlord (and his tenant) in the use or occupation of the premises, not to break such agreements or restrictions.
- 2.16 Not to use the premises, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.
- 2.17 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 premises.
- 2.18 To use the premises 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.
- 2.19 Not to sublet, take in lodgers or paying guests without the landlord or his agent's prior consent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.20 Not to assign the tenancy of the premises or any part of it.
- 2.21 As quickly as is practical after receipt, to send to the landlord or his agent any formal or legal notice or orders or other similar document delivered to the premises by a third party which relate to, or might significantly affect, the premises, its boundaries or adjacent properties.
- 2.22 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 a notable breach of, or significant failure to comply with, the obligations of the tenant under this agreement.
- 2.23 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.

• **INSURANCE**                    *(For the avoidance of doubt, the tenant's belongings, furnishings or equipment within the premises are his and are not covered by any insurance policy maintained by the landlord)*

- 2.24 In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the landlord's premises or its contents, 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.
- 2.25 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 premises or its contents.
- 2.26 To reimburse the landlord for any excess sum, up to a maximum of 100, 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 visitors or guests in breach of this agreement.

To take out and maintain adequate contents insurance.

• **LOCKS AND SECURITY**

- 2.27 Before leaving the premises empty or unoccupied for any continuous period in excess of 14 days, to notify the landlord or his agent in advance 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 premises and its contents whilst being left empty or unoccupied.

- 2.28** Not to change any burglar alarm codes (if any) without the prior 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. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)*
- 2.29** Not to change, alter, add to or otherwise damage any locks or bolts on the premises (except in the case of an emergency) without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* 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.
- 2.30** If any lock or bolt is installed or changed on or in the premises without the prior consent of the landlord or his agent to remove them if so required by the landlord or his agent and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.
- 2.31** To take adequate precautions to keep the premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the premises are empty.
- 2.32** During the tenancy, to take such reasonable precautions expected of a householder to keep the premises 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 appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

• **USE OF THE PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER**

*These clauses should not be taken as an exhaustive list.*

- 2.33** To take reasonable and proper care in the use of the premises, its fixtures and fittings and not to deliberately damage or alter the premises, its décor, fixtures and fittings either internally or externally.
- 2.34** At least once every nine-months of the tenancy to have any working chimneys, made use of by the tenant, swept by an appropriate person and retain a suitable record, receipt or invoice to demonstrate compliance with this clause.
- 2.35** To clean or have cleaned both internally and externally all reasonably accessible windows of the premises as necessary during the tenancy and at least once a month, and within one month prior to the end of the tenancy.
- 2.36** Where the tenant, his invited guests or visitors are responsible by any action for any cracked or broken windows or door glass on the premises, to promptly repair or replace such glass to the required specification and be liable for the costs involved.
- 2.37** To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- 2.38** 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.
- 2.39** To test at regular intervals any battery operated smoke alarms fitted in the premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the landlord or his agent.
- 2.40** To be responsible for unblocking or clearing stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with the tenant's waste, or as a result of the actions or inactions of the tenant (or his invited visitors or guests) in breach of obligations under this agreement.

• **THE PREMISES, ITS FIXTURES AND FITTINGS**

- 2.41** Not to alter the appearance or decoration or structure of the premises or its fixtures or fittings either internally or externally without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)*
- 2.42** 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 premises.

- 2.43 To notify the landlord or his agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the premises 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.
- 2.44 Not to keep on, or bring into the premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.
- 2.45 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 to February, to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings.
- 2.46 Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the premises (either externally or internally) without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* 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.
- 2.47 Not to do anything at the premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour.
- 2.48 Not to remove from the premises any of the landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the landlord or his agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* 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.
- 2.49 Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings 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 fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.
- 2.50 Not to store or keep on the premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the landlord or his agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* Such consent not to be unreasonably withheld. The landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.51 Not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle of which the tenant is the registered keeper.
- 2.52 To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to 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 premises, its fixtures and fittings.
- 2.53 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 premises 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.

- **ACCESS AND INSPECTION** *(Co-operating with the landlord or his agent)*

- 2.54** During the last two months of the tenancy, upon a minimum of 24 hours prior written notification, to permit the premises to be viewed during working hours and or at other reasonable times including at week-ends by prospective tenants or purchasers who are authorised to do so by the landlord or his appointed agent. Except where mutually agreed otherwise with the tenant, the landlord or his authorised agent or representative will accompany these viewing appointments.
- 2.55** During the last two months of the tenancy to permit, at the discretion of the landlord or his agent, a For Sale or To Let board to be displayed on the premises.
- 2.56** 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 premises in order to carry out any work required to the premises or their neighbouring property under the Party Walls etc. Act 1996.
- 2.57** To permit the landlord or his agent or authorised workman, from time to time upon a minimum of 24 hours prior written notification (except in the case of emergency), to enter the premises during working hours and or at other reasonable times including at week-ends, to inspect the premises, its fixtures and fittings, 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**

- 2.58** To clean to (or pay for the cleaning to) a good standard, the premises, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the tenancy. To provide, upon request, receipts to the landlord or his agent to demonstrate compliance with this clause.
- 2.59** To remove all the tenant's refuse and rubbish from within the premises 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.
- 2.60** To return all keys to the premises (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.
- 2.61** Having replaced the landlord's items in the same areas of the premises (as far as is practicable) as at commencement of the tenancy, to co-operate in the checking of any Inventory and or Schedule of Condition and to pay, or be liable to pay, for any previously agreed costs involved in the checking of any Inventory and or Schedule of Condition.
- 2.62** To remove all the tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the premises on, or before, the last day of the tenancy.
- 2.63** Any of the tenant's belongings, or property, or personal effects, or foodstuffs or furnishings and equipment left behind at the premises 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 **2.67** of this agreement or, in the absence of such an address, to the address of the premises subject to this tenancy given at clause **1.7**, 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 fair costs of arranging such removal storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and any surplus costs after such deduction will remain the liability of the tenant.
- 2.64** Where such items belonging to the tenant described in clause **2.61**, **2.64**, **2.65** above are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or unreasonably inconvenience the landlord or other persons immediate ability to comfortably occupy or make use of, or relet, or sell the premises, or any part of the premises, 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 **2.65**.
- 2.65** 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 deposit.

### 3. LANDLORD'S OBLIGATIONS

**PLEASE NOTE: These are the things that the landlord agrees to do or not to do. If the landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the tenant may be entitled to claim damages or compensation from the landlord, or to seek other legal remedies against the landlord.**

**The landlord agrees to the following :**

- 3.1 To keep the premises 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.
- 3.2 Not to interrupt or interfere with the tenant's lawful occupation, enjoyment or use of the premises 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.
- 3.3 To comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises 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); to keep in repair and proper working order the installations in the premises 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 premises and the locality in which it is situated.
- 3.4 Where the landlord supplies a working burglar alarm with the premises 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 mis-use by the tenant, his invited guests or visitors.
- 3.5 To take reasonable steps to ensure that the landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the landlords obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc., (Safety) Regulations 1994.
- 3.6 The landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to sign this agreement have been obtained.
- 3.7 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. **THE DEPOSIT**

##### • **HOW THE SECURITY DEPOSIT WILL BE DEALT WITH**

The deposit referred to in clause 1.11 and 1.12 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 (4); to pay for or be used for;

- 4.1 Any damage, or compensation for damage, to the premises its fixtures and fittings 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.
- 4.2 The fair 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 premises, its fixtures and fittings.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 The Tenant grants consent to all interest earned on this deposit being retained by the Agent

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

- 4.7 This tenancy is included in the Tenancy Deposit Scheme for Regulated Agents (TDSRA). The landlord and/or tenant must endeavour to notify the Member Firm that there is a dispute over the deposit, as soon as possible and within 28 days of the lawful end of the tenancy and the vacation of the property (it is strongly recommended that such notification be given in writing). The ICE reserves the right to decline to consider disputes which have arisen outside this timescale.
- 4.8 If, after 10 working days following notification of a dispute and reasonable attempts in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will (subject to 4.8 below) be submitted to the Independent Case Examiner (ICE) of the TDSRA for expert, impartial, third party adjudication. All parties agree to co-operate with his investigation.
- 4.9 Where the amount of dispute is over £5,000 the landlord and tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE of TDSRA although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for informal adjudication. The appointment of an arbitrator will incur an administration fee of £235 shared equally between the landlord and the tenant; the liability for any subsequent costs will be dependent upon the Award made by the arbitrator.
- 4.10 The statutory rights of either landlord or tenant to take legal action against the other remain unaffected.
- 4.11 The 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, 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.
- 4.12 The deposit (or appropriate balance) will be returned to the tenant by cheque.

## 5. **GENERAL** ALL PARTIES TO THIS AGREEMENT SHOULD READ THESE CLAUSES

### Re-instatement of property rendered uninhabitable

- 5.1 The landlord's repairing obligations referred to in clause 3.3 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 premises in a tenant-like manner; (b) to rebuild or reinstate the premises 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 premises.
- 5.2 The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.
- 5.3 This agreement is subject to all laws and statutes affecting assured shorthold tenancies. 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.

### Service of Notices etc. by the Landlord or Agent

- 5.4 In accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the landlord or his agent delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this agreement or any Act of Parliament, to the premises (or the last known address of the tenant if different) by hand or sends it by recorded or registered delivery or by first class post, addressed to the tenant then the tenant will be treated as though they have received it.

### Surrender of the tenancy by the tenant

- 5.5 Strictly with the landlord's or his agents prior written consent and subject to certain conditions that may include the landlord's reasonable costs associated with the re-letting of the premises, the tenant might be allowed to surrender or give up this tenancy before it could otherwise lawfully be ended.

Upon the expiry of the initial term if neither party has served notice the tenancy will become a statutory periodic tenancy. If the tenant wishes to terminate the statutory periodic at least one month's notice must be served on the landlord in writing.

### Stamp Duty Land Tax

- 5.6 The tenant will be responsible for assessing their liability, if any and at any time, for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to the Inland Revenue.

### • **FORFEITURE - RIGHT OF RE-ENTRY**

**Important** If either party to this agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice Bureau.

The law (Protection from Eviction Act 1977) gives tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a landlord's rights, except in certain circumstances, to evict from, or prevent a tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For the landlord to commence legal proceedings to repossess the premises based on a breach of the tenancy (where the tenant had failed to remedy the breach in good time), which might result in the court evicting the tenant or issuing a court order terminating the tenancy earlier than might otherwise be lawful; the law requires that the tenancy agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-entry. Clause 5.7 is such a clause.

**For the avoidance of doubt:- In order to exercise his legal rights under this clause, 5.7, a landlord will first need to obtain a court order**

- 5.7 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 any major agreement or major obligation on the tenant's part is not complied with, or if any of the circumstances mentioned in the following **Grounds**;

**Ground 8.** (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks rent unpaid where rent is payable weekly or fortnightly; (b) at least two months rent is unpaid if rent is payable monthly; (c) at least one quarters rent is more than three months in arrears if rent is payable quarterly; (c) at least three months rent is more than three months in arrears if rent is payable

yearly), as set out in **Part I of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)** or,

**Ground 10.** (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding),

**Ground 11.** (that there is a history of persistently being behind with rent),

**Ground 12.** (that the tenant has broken one or more of his obligations under the tenancy agreement),

**Ground 13.** (that the condition of the premises or the common parts has deteriorated because of the behaviour of the tenant, or any other person living there),

**Ground 14.** (that the tenant or someone living or visiting the premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the premises),

**Ground 15.** (that the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the premises),

**Ground 17.** (that the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation),

as set out in **Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)** shall arise, then the landlord may re-enter the property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which the landlord may have in pursuing the tenant for breaches of the tenant's obligations under this agreement.

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

- 6.1** Letting agents may share details about the performance of obligations under this agreement by the landlord and tenant; past, present and future known addresses of the parties, with each other, 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, 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. **SIGNATURES of the PARTIES**

**IMPORTANT**

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. **If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.**

The terms and conditions of this agreement include those special or additional clauses (if any) set out in section 8, overleaf.

SIGNED

By, or for and on behalf of, the **LANDLORD(s)**

SIGNED

**First  
TENANT**

SIGNED

**Second  
TENANT**

SIGNED

**Third  
TENANT**

SIGNED

**Fourth  
TENANT**

**8. The following are SPECIAL or ADDITIONAL CLAUSES negotiated between the parties.**

(Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses, Rent Review clause, permitted occupiers, additional charges etc)

*If there are no special or additional clauses please draw a diagonal line through the blank space of this section*

**Tenant's Repairs and Maintenance Obligations:**

- (i) To report all faults in writing to the Devonshire Buildings Estate Office or in person at the Devonshire Buildings Estate Office immediately.
- (ii) To repair or replace tap washers, electrical sockets, switches, bulb holders, bath and basin plugs, door or window locks, door latches or glass panes which become broken or damaged.
- (iii) To take all reasonable precautions against the incursion of damp and/or frost-damage to the water supply and sanitary systems.

**Regulations:**

- (i) No internal redecoration is to be undertaken by the tenant without the express permission of the Landlord and approval of the colour scheme in writing.
- (ii) Nothing is to be placed against the windows except properly hung curtains or blinds.
- (ii) No furniture or other goods or articles shall be left in the entrance hall, staircase or landings.
- (iii) Wastepaper and rubbish shall not be allowed to accumulate and shall not be disposed of otherwise than in the dustbins or receptacles provided for the purpose.
- (iii) No music or singing shall be performed and no sound-reproducing equipment or power drive tools shall be operated between the hours of 11 pm and 8 am on any day nor at any time on Sundays and public holidays.
- (iv) No dogs cats or other animals shall be kept in the building.
- (v) All main taps and master switches shall be turned off whenever the flat is left unoccupied for more than twenty four hours at a time and all water pipes tanks and cisterns (except central heating system) are to be drained if the flat is left unoccupied for a week or more at the times of the year when frost may be expected.
- (vi) No exterior wireless or television aerial or satellite dish shall be erected on the building without the Landlord's consent.
- (vii) All living rooms shall be kept laid with fitted carpets.
- (viii) No electrical work shall be carried out in the flat otherwise than by a properly qualified electrician with the prior approval of the Landlord in writing.

*As a matter of good practice, and to help avoid misunderstandings or disputes later; where special or additional clauses have been inserted in this section, the parties should initial the bottom of this page*