

From: Mr Graeme and Mrs Rosemary Kirk

## **ASSURED SHORTHOLD TENANCY AGREEMENT (draft 2018-19)**

Relating to:

XXX HELMSLEY ROAD  
SANDYFORD  
NEWCASTLE UPON TYNE  
NE2 1RD

### **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.

### **1. 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.

#### **1.1 The Premises**

The premises include all, or any parts of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings which form part of the let.

#### **1.2 Binding Date**

A tenancy agreement is not, technically, a legally binding contract until it has been "completed" 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.

#### **1.3 Landlord**

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.

#### **1.4 Tenant**

A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.

#### **1.5 Joint and Several Liability**

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 their own rent and all liabilities falling upon the tenants as well as any breach of the Agreement until all payments have been made in full.

#### **1.6 Superior Landlord**

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.

#### **1.7 Head or Superior Lease**

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.

#### **1.8 Fixtures and Fittings**

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.

#### 1.9 The term or the tenancy

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 2.9

#### 1.10 Deposit

The sum of money paid by each of the tenants on signature of the lease, amounting to the equivalent of one tenth of the annual rent. This sum is deposited in the Deposit Protection Service scheme, which means that neither tenants nor landlords can access the money until the end of the tenancy.

#### 1.11 Consent of the landlord

Where consent of the landlord 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.

#### 1.12 Water Charges

This includes charges, rates or costs relating to water, sewerage and environmental services.

#### 1.13 Utilities

This includes charges, rates or costs relating to telephone, gas, electricity and Council Tax.

#### 1.14 Masculine & feminine and singular & plural

Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

#### 1.15 Agent

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.

#### 1.16 Month/Monthly

Means a calendar month.

#### 1.17 Inventory and or Schedule of Condition

This refers to any document prepared by the landlord and provided to the tenant detailing the landlord's fixtures fittings furnishing 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 and tear) and so should be checked carefully at the commencement of the tenancy. Any significant mistakes, inaccurate descriptions or other amendments should be notified to the landlord 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.

## 2 SUMMARY OF CORE ITEMS

### 2.1

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

[BINDING DATE HERE]

### 2.2

LANDLORD: Mr Graeme and Mrs Rosemary Kirk

### 2.3

ADDRESS for LANDLORD:

1 Briardene  
Durham  
DH1 4QU

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.

### 2.4

TENANTS:

[TENANTS' NAMES HERE]

### 2.5 ADDRESS for PREMISES to be LET:

XXX HELMSLEY ROAD  
SANDYFORD  
NEWCASTLE UPON TYNE  
NE2 1RD

### 2.8 Initial TERM of the Tenancy will be:

52 WEEKS (364 Days)

### 2.9 COMMENCEMENT date (from and including):

4TH JULY 2017

### 2.10 EXPIRY date (to and including):

2ND JULY 2018

### 2.11 THE RENT

**£80.00 per person per week.** This amounts to **£4,160.00 per person** which is to be paid as follows: by three Standing Order payments firstly of **£1,387** on the **15th day of September 2017**, secondly of **£1,387** on the **15th day of January 2019**, and thirdly of **£1,386** on the **15th day of April 2018**.

### 2.12 THE TENANCY DEPOSIT

2.12.1 The Deposit is paid by the tenants to the Landlord by the Binding Date. This constitutes the sum of **£345.00** payable by **each tenant**.

2.12.2 The Deposit is lodged by the Landlord with the custodial Deposit Protection Service within the prescribed period.

2.12.3 The Deposit has been taken for the following purposes:

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 fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, and insured risks and repairs that are the responsibility of the landlord.

2.12.4 The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

2.12.5 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.

2.12.6 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

2.13 The landlord agrees to let and the tenant agrees to take the premises for the term and at the rent specified in 2.8 and 2.11 above

2.14 This agreement creates an Assured Shorthold Tenancy as defined in Section 19 (A) of the Housing Act 1988 (as amended by the Housing Act 1996) and the provisions for the recovery of possession by the landlord in Section 21 thereof apply accordingly.

### 3. 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

3.1 To sign the inventory at the following times:-

3.1.1 at the commencement date of the tenancy or within 7 days after having been served by the landlord that if the inventory compiled by the landlord is not signed by the spokesperson it shall be regarded as a true account of the contents and condition of the premises.

3.1.2 on the day following the termination of the tenancy.

3.2 As joint and several tenants to be responsible and liable for all obligations under this agreement.

3.3 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.

3.4 To occupy the premises as the tenant's only or principal home.

3.5 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.

3.6 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 or, if the landlord pays it, to reimburse the landlord.

3.7 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, of electricity, gas, water and environmental services etc.

3.8 To notify, within 14 days of the 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.

3.9 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.

3.10 Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises.

3.11 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.

3.12 Not to change the supplier of the domestic utilities or services referred to in the above clauses without informing the landlord. The tenant undertakes to provide the landlord within one calendar month with full details of the new supplier and account numbers etc.

3.13 Not to change or transfer any existing telephone number at the premises.

3.14 Not to bring into the premises any gas appliance(s) or electrical heaters.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 Not to sublet, take in lodgers or paying guests or to allow any other person to live at the premises.

3.20 Not to assign the tenancy of the premises or any part of it without the landlord's prior consent, 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 tenant will be liable for the reasonable fees and expenses incurred by the landlord in arranging any assignment granted.

3.21 As quickly as is practical after receipt, to send to the landlord 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.

3.22 To ensure that all post not addressed to the tenant is immediately re-directed or hand delivered to the landlord.

3.23 To pay, or be liable to pay, the reasonable net costs incurred by the landlord 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.

3.24 If required and if applicable to provide within 7 days to the landlord a Student Certificate from the relevant Registrar's Department of the educational establishment attended by the tenant detailing the term dates of the tenant's higher education course during the tenancy.

3.25 Within 7 days after receipt of any notice given or order made by any competent authority regarding the premises to give full particulars to the landlord.

3.26 Not to hold or conduct any social gathering at the premises of more than 10 persons excluding the tenant without obtaining the prior written consent of the landlord which will not be unreasonably withheld.

• **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).

3.27 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 as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the landlord to assess whether to make a claim on any relevant insurance policy.

3.28 Not deliberately to 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.

3.29 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.

• **LOCKS AND SECURITY**

3.30 Before leaving the premises empty or unoccupied for any continuous period in excess of 14 days, to notify the landlord in advance and in writing and to co-operate fully and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the temperature, security or safety of the premises and its contents whilst being left empty or unoccupied.

3.31 Not to change any burglar alarm codes (if any) without the prior consent of the landlord. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the landlord 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.)

3.32 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. 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, promptly to provide the landlord with an appropriate set of keys.

3.33 If any lock or bolt is installed or changed on or in the premises without the prior consent of the landlord to remove them if so required by the landlord and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.

3.34 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.

3.35 To inform the landlord immediately in the event of any loss or damage either by escape of water, burglary, fire, impact or other causes (and to inform the Police immediately if appropriate and obtain from them a crime number) and to give full written details of the event to the landlord.

3.36 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.

3.37 To indemnify or pay for any loss or damage by burglary, fire or other causes due to the failure of locking or activating the alarm system (if applicable) of the premises or if the opinion of the Police was that there was no forced entry.

3.39 Not to keep any animals, birds, reptiles or rodents in or on the premises, nor to allow any invited guests or visitors to do so. In breach of this clause, the tenant is to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate deinfestation, cleaning, fumigation etc., required.

3.40 To observe and comply with and to ensure that all visitors to the premises observe and comply with the regulations and instructions made or given by the landlord from time to time with regard to fire, electrical and gas precautions relating to the premises, a copy of which is attached to this agreement.

#### ADDITIONAL COSTS AND CHARGES

3.41 Where the landlord is entitled to costs for administration charges, such costs shall be calculated at a rate of £40 plus VAT (if applicable) per hour plus any legitimate and reasonable associated expenses.

3.42 To pay all costs, charges and expenses incurred in connection with the following:

3.45.1 the preparation of any schedule of dilapidations and the reinstatement or rectification whether during or at the end of the tenancy.

3.45.2 the preparation and necessary work involving pursuing rent arrears and any costs, charges and expenses incurred in connection with any breach or non-compliance by the tenant under the provision of this agreement whether during, at the termination, or after the termination of the tenancy.

3.43 To pay to the landlord all costs, charges and expenses (including Solicitors' or Surveyors' fees) which may be incurred in or in contemplation of any breach by the tenant of any covenant contained in this agreement whether for the payment of rent or otherwise and in the case of any legal costs on a solicitor and own client basis.

#### • GARDEN

3.44 Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the landlord'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.)

3.45 To cut the grass (if any) of the premises 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 commencement of the tenancy.

3.46 To pay the cost of any gardening which is required to be undertaken during and at the end of the tenancy due to any failure by the tenant to comply with the tenancy

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

3.51 To take reasonable and proper care in the use of the premises, its fixtures and fittings and not deliberately to damage or alter the premises, its decor, fixtures and fittings either internally or externally.

3.52 To clean or have cleaned both internally and externally all reasonably accessible windows of the premises as necessary during the tenancy, and within one month prior to the end of the tenancy, and where the premises is in a block the tenant will pay an equal bi-monthly cost towards the cleaning of the external windows.

3.53 Not to bring bicycles or motor cycles into the house for any reason. Not to store large items in hallways or any communal areas nor to use for storage purposes the compartments to the roof void of the half landings (if any) or any other rooms which may cause a potential fire hazard. Not to keep any combustible inflammable dangerous or offensive goods liquids substances or materials on the premises.

3.54 Not to fix on or from the premises (so as to be visible from outside) any flag, sign, picture, placard, poster, photograph, or similar item of any description and not to affix to the windows of the premises externally or internally any curtains, venetian or other blinds, and not to hang or expose in or upon any part of the premises so as to be visible from outside, any clothes or washing of any description or any other articles, except in an area of the garden or yard (if any) specifically set aside for this purpose.

3.55 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, promptly to repair or replace such glass to the required specification and be liable for the costs involved.

3.56 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.

3.57 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, and fuses are in place and in working order at the end of the tenancy.

3.58 To test at regular intervals any battery operated and mains linked smoke alarms fitted in the premises and replace any battery in an alarm, which is found not to be working. If any battery operated alarm is not working after the fitting of a new battery, or any mains linked alarm is not working, to promptly inform the landlord .

3.59 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.

3.60 To clear all perishable goods during any time when the premises are unoccupied.

3.61 Not to do anything in or on the premises which may be or become a nuisance or cause damage, inconvenience or annoyance to the landlord or to the tenants or occupiers of any adjoining or neighbouring premises or which may void any insurance policy relating to the premises and contents, or which may cause any insurance policy premium to be increased.

3.62 Not to permit any musical instrument, television, radio, loudspeakers, mechanical or other noise making instrument of any kind to be played or used or any singing to be practised in the premises so as to cause annoyance to the landlord or to the tenants or occupiers of any adjoining or neighbouring premises so as to be audible outside the premises between the hours of 11 p.m. and 9 a.m.

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

3.63 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. 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.)

3.64 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. In particular not to put down the toilet anything except toilet paper as there a high risk that doing so will permanently damage the macerator. To pay the costs of repair resulting from any breach of this Agreement.

3.65 To notify the landlord 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.

3.66 Not to keep on, or bring into the premises, any inflammable or other material or equipment 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.

3.67 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 October to March, to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings, and to have all the central heating system in operation at not less than a minimum temperature of 13 ° Centigrade, or if unoccupied for 7 consecutive days or more to turn off the water system servicing the premises at the mains. If any damage is caused by the tenant's failure to take these precautions, then any repairs required to reinstate the system into good working order or repairs to any damage caused to the property or its contents will be paid for by the tenant.

3.68 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. 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 reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

3.69 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 might reasonably be considered to be anti-social behaviour.

3.70 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 . (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.

3.71 When hanging any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork to use only blu-tac or pin fixed brass picture hooks in the ratio of 4 per bedroom and lounge and 2 per hallway and landing. The tenant is to be liable for the fair and reasonable costs of making good any unreasonable damage or marks or holes caused by such fixings, or for their removal.

3.72 Not to store or keep on the premises or any communal car park any boat, caravan or commercial vehicle.

3.73 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.

3.74 To take reasonable and prudent steps adequately to heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care promptly to 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.

3.75 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 two weeks, or within any alternative timescale agreed with the landlord, or earlier if urgency requires it, of being asked in writing to do so by the landlord. After that time, the landlord 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)

3.76 At all reasonable times during the tenancy, upon a minimum of 24 hours prior written notification, except where mutually agreed otherwise, to permit the premises to be viewed during working hours or at other reasonable times including at week-ends by prospective tenants or purchasers and valuers who are authorised to do so by the landlord. Except where mutually agreed otherwise with the tenant, the landlord will accompany these viewing appointments.

3.77 During the tenancy to permit, at the discretion of the landlord, a For Sale or To Let board to be displayed on the premises.

3.78 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.

3.79 To permit the landlord or authorised workman, from time to time upon a minimum of 24 hours prior written notification except where mutually agreed otherwise, (except in the case of emergency), to enter the premises during working hours 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.

• TENANTS' OBLIGATIONS AT THE END OF THE TENANCY

3.80 To clean to (or pay for the cleaning to) a professional standard, the premises, its fixtures and fittings, including the cleaning of any carpets, floor coverings, curtains (including net curtains), blinds, blankets, bedding, upholstery, furniture, white goods, bath/sanitary ware etc. which have become soiled, stained or marked during the tenancy. To provide, upon request, receipts to the landlord to demonstrate compliance with this clause.

3.81 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.

3.82 To return all keys to the premises (including any new or additional or duplicate keys cut during the tenancy) to the landlord promptly on the last day of the tenancy.

3.83 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 or Schedule of Condition.

3.84 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.

3.85 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, the tenant has not removed or retrieved them. After this time the landlord, 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.

3.86 Where such items belonging to the tenant described in clause 3.81, 3.84 and 3.85 above are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or immeasurably 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 3.85.

3.87 If a tenant's address has changed since the commencement of the tenancy agreement, 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; for ease of administration and communication between the parties, including the processes involved in the return of the deposit.

#### 4. 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:

4.1 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.

4.2 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, except where mutually agreed otherwise.

4.3 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.

4.4 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 misuse by the tenant, his invited guests or visitors.

4.5 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 landlord's obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc., (Safety) Regulations 1994.

4.6 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.

#### 5. PROTECTION OF THE DEPOSIT

5.1 The Deposit is safeguarded by the Deposit Protection Service, which is administered by:

Deposit Protection Service

The Pavilions,

Bridgwater Road,

Avon,

Bristol BS13 8AE

Telephone 0330 303 0030

#### DEPOSIT AT THE END OF THE TENANCY

5.2 As soon as practicable at the end of the tenancy, the landlord should inform the tenant whether any deductions are proposed.

5.3 If there is no dispute, the deposit will be allocated according to the deductions agreed through Deposit Protection Service payment system. If agreement cannot be reached, any of the parties can refer the matter to the Deposit Protection Service for adjudication.

5.4 The deposit will be returned to the Tenant by the Deposit Protection Service at the end of the tenancy.

#### JOINT TENANT CONSENT TO ADJUDICATION

5.5 There being multiple tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

#### 6. GENERAL

##### ALL PARTIES TO THIS AGREEMENT SHOULD READ THESE CLAUSES

##### Reinstatement of property rendered uninhabitable

6.1 The landlord's repairing obligations referred to in clause 4.3 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.

6.2 The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.

6.3 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

6.4 In accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the landlord 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

6.5 Strictly with the landlord's 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.

#### • FORFEITURE- RIGHT OF RE-ENTRY

##### Important

If either party to this agreement is 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 6.7 is such a clause.

For the avoidance of doubt:- In order to exercise his legal rights under this clause, 6.7, a landlord will first need to obtain a court order.

6.7 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.

6.8 The landlord shall not be responsible to the tenant or his invited guests or visitors nor to any other person for any act happening at the premises or damage to or loss of any goods or property occurring at the premises or any act or omission by anyone acting under the landlord's authority except for any death or personal injury arising from the landlord's negligence.

6.9 It is agreed that where there are two or more individuals in the expression "the tenant" the purpose of this agreement is not to provide bed-sit or separate facilities and it is acknowledged that all cooking, eating and washing facilities are provided on a shared basis and all cleaning responsibilities are shared, and locks fitted to bedrooms or any internal door are for the sole purpose of minimising the scale of any burglary by intruders and that the premises is occupied as one single household.

6.10 It is agreed that each individual executing this agreement has not been declared bankrupt nor has been convicted of or charged with but not yet tried for any offence other than motoring offences.

## 7. DATA PROTECTION & CONFIDENTIALITY

7.1 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, the Inland Revenue 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.

## 8. 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.

SIGNED by, or for and on behalf of the landlord(s)

in the presence of

Name of Witness

Address of Witness

Signature of Witness

Occupation of Witness

SIGNED by Tenant

in the presence of:

Name of Witness

Address of Witness

Signature of Witness (not a friend, relative or other tenant)

Occupation of Witness

[ABOVE PROCEDURE REPEATED FOR ALL 4 TENANTS BELOW]

# APPENDICES TO TENANCY AGREEMENT

## BASIC INSTRUCTIONS AND REMINDERS ON FIRE, ELECTRICAL AND GAS PRECAUTIONS FOR TENANTS

### 1. Fire Precautions

A. Make sure that all occupiers of the household are familiar with the escape route or routes and know how to call the fire brigade. The evacuation procedures should be discussed with the landlord if you are unsure. Where possible all tenants should participate in fire drills.

B. Every tenant is required to ensure that the hallway, landings and stairway is not obstructed or used for storage purposes of any kind and any self-closing doors are working properly and not blocked open. The self-closing device on each door (if any) must not be disconnected at any time.

C. Do not use any compartments (if any) to the roof voids off the half landings or landings or bedrooms for storage purposes.

D. On a weekly basis check all smoke and heat detectors and fire alarm system (if applicable) are working correctly.

E. Do not disarm during or at the end of the tenancy the mains powered fire alarm system (if applicable).

F. In the event of any of the back up batteries to the fire detection system being discharged, immediately replace the same.

G. Never fill a chip pan more than half full of oil or fat and never leave the pan unattended with the heat turned on.

If you do have a chip pan fire don't move it and don't throw water on it - turn off the heat if it is safe to do so, smother the flames with a damp cloth, fire blanket or the chip pan lid and leave the pan to cool for at least half an hour.

H. Don't smoke on the premises - it is a major cause of fires in the home.

I. The landlord does not provide portable heaters as they should not be used.

J. Candles should not be used.

K. Routine precautions at bedtime and leaving the property vacated should include the following:-

(i) Close the doors of unoccupied rooms and ensure all self-closing doors are 'snapped' closed.

(ii) Take off the safety door chain (if applicable).

L. In the event of an outbreak of fire:

(i) Ensure immediately that all parties in residence are aware of the situation.

(ii) Vacate the property immediately via the nearest exit.

(iii) On route to exit, close all doors behind you.

(iv) Do not attempt to retrieve belongings or re-enter the building until safe to do so.

(v) Telephone the Fire Service.

M. If you have any doubts about the malfunction of the fire detection equipment contact your landlord immediately.

### 2. Electrical Precautions

A. Follow the manufacturer's instructions when using any electrical appliance.

B. Do not overload the electrical wires including sockets and apparatus in, or serving the premises.

C. Do not disconnect during or at the end of the tenancy the mains powered fire detection system (if applicable). If disarmed it will result in damage to the system.

D. Precautions at bedtime and upon leaving the property vacant should include switching off all electrical appliances (except those that are designed to be left on all the time) and remove the plugs carefully - not by pulling the flex.

E. If you have any doubts about the malfunction of any electrical equipment contact the landlord immediately.

### 3. Gas Precautions

A. Carbon monoxide is a gas which is highly poisonous, but is difficult to recognise because it has no colour, smell or taste.

B. Gas appliances need air to burn safely producing carbon dioxide and water in safe amounts which are normally extracted through a chimney or flue.

C. If there is too little air, too much carbon monoxide can be produced, so therefore look out for the following danger signs:

(i) Chimney or flue blocked or obstructed.

(ii) Stains, soot or discolouring around a gas fire or at the top of a gas water heater.

(iii) The flame on the gas fire or water heater (if applicable) should not be yellow or orange.

(iv) There should not be a strange smell when the gas appliance is on.

D. Symptoms of carbon monoxide poisoning can be similar to those caused by other illnesses - even a cold or flu. If any tenant has unexplained headaches, diarrhoea, stomach pains, sudden dizziness when standing up or general lethargy after using a gas appliance switch off the appliance and go to your doctor. Also report it to the landlord and/or Gas Board.

E. Never block any vents. Check that nothing is obstructing outside grilles, flues or air bricks.

F. Never use a gas appliance which you suspect may not be working properly and don't try to alter or repair a gas appliance.

G. Gas fires should only be situated (if applicable) in living rooms and not in bedrooms. Do not sleep in a room where there is a gas fire.

H. For your added safety gas appliances in your property should be checked and maintained by a Gas Safe registered heating engineer every 12 months to ensure they meet the requirements of the Gas Safety (Installations and Use) Regulations 1994 and amendments thereof. You are entitled to receive a copy of the appropriate compliance certificate from the landlord .

I. Accidents can still happen, especially if the appliance is not used correctly. Always follow instructions and only use appliances for what they were designed for.

J. If you have any doubts about the malfunction of any gas appliance contact the landlord and/or Gas Board immediately.

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**TOP TEN TIPS TO BEAT CONDENSATION  
WATCHWORDS 'HEATING' AND 'VENTILATION' !**

**TIP 1:**

Keep your home well ventilated by opening windows every day. You should also make sure that the drip vents in your windows are open as these allow additional airflow that will combat condensation. If you have **condensation on windows** it is likely that it will be elsewhere in your property too.

**TIP 2:**

When you are cooking always turn the extractor fans on in the kitchen on a high power. This will extract any excess moisture from boiling pots and pans. If possible, open up the kitchen windows whilst cooking for extra ventilation. It is an idea to leave the extractor fan on for longer than you are cooking as there will be excess moisture in the air which you cannot see.

**TIP 3:**

After taking a bath or shower there will be excess moisture in the air. To stop condensation forming, the bathroom windows should be opened and extractor fans turned on. Try to keep the bathroom door shut as much as possible so the moisture doesn't escape into other parts of your home.

**TIP 4:**

When you are drying your clothes you should dry them outside where possible. If you cannot do this then put them in an enclosed room and keep the window open. If you use a tumble dryer to dry your clothes it is extremely important that the ventilation pipe runs to the outside of your property.

**TIP 5:**

You should leave a small gap between the walls of your home and your furniture as this allows the air to move away from the bottom of the walls and circulate around the room. If air lingers between the furniture and walls it will condense onto walls and could eventually form into black mould.

**TIP 6:**

Your property's airways such as airbricks and chimneys should be clear to allow airflow in and out of your home. **Air ventilation** is extremely important as you don't want moist air to be trapped in one part of your home as it will condense on your walls.

**TIP 7:**

During the winter and at other cold times of the year you should try to maintain a constant temperature in your home. This is because it is cold air that causes the warm air to release moisture. If the air is all the same temperature then this cannot happen.

**TIP 8:**

Always keep the lids on pots and pans whilst cooking so that the moisture does not escape from the pans. If the lids are off moisture will be rising from the pans even if you cannot see it. Just as you can only see your breath in the air on a cold day, you can only see the moisture rising from a pan when the temperature is lower.

**TIP 9:**

**Check your roof** to see if there are any problems such as water leaking in.

**TIP 10:**

Check the guttering and down pipes, make sure that they are carrying the water away and that there are no damaged/blocked guttering or drainpipes causing the external wall to become soaking wet.

**IF IN DOUBT CONTACT YOUR LANDLORD!**

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