

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT INFORMATION

- This agreement should not be used for a fixed term of more than three years; such an agreement would need to be made by deed. Please consult with a solicitor if this is the case.
- This agreement contains the terms and conditions of the Tenancy. It is an important document. Once signed by all parties and dated it will be legally binding. If you do not understand this agreement, or anything in it, we strongly recommend that you seek independent legal advice from a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

This Agreement creates an Assured Shorthold Tenancy as defined by **Section 19A of the Housing Act 1988** as amended by the **Housing Act 1996**. Subject to the Landlord's compliance with the HA 2004 the Landlord will therefore be entitled to recovery of possession of the premises in accordance with the provisions of **Section 21 of the Housing Act 1988** (as amended 1996) by serving upon the tenant at least two months notice in writing.

Definitions

The intention of this list is to provide help and guidance to explain or clarify some of the terms of this Agreement. It is not meant to be an exhaustive or comprehensive list. Where there is any doubt, only the court can decide on a definitive interpretation of any term, clause or any part of this agreement.

"The Landlord(s)" will include any person who holds an entitlement to the legal ownership of the Premises at the conclusion of the Tenancy which has hereby been created.

"The Tenant" will include all persons that have title under the tenant.

"The Agent" means **Hindhead Property Limited of 18 Mannamead Road, Plymouth, PL4 7AA**. Or such other Agent as the landlord may appoint. Such definition maybe updated from time to time by notice in writing to the Tenant.

"The Premises" will include any parts or all of the Premises that the tenant is entitled to use within this agreement, and curtilage of the same, together with the garden, garage and parking space (if applicable), but excluding the loft.

References to the male gender will include the female gender.

References to the singular include the plural.

References to an Agreement refers to the tenancy created by this document.

"The Term" or **"The Tenancy"** includes the period from and including the Commencement Date to and including the Expiration Date and any extension or continuation thereof or any statutory periodic tenancy which may arise following the Expiration Date specified in clause 2 of this Agreement.

"Water Charges" includes references to sewage and environmental service charges.

The **"Fixtures and Fittings"** includes the Landlords fixtures fittings furniture and effects in the Premises including the floor ceiling and wall covering and all matters specified in the Inventory and Schedule and of Condition

Where the Tenant is more than one person, the Tenant's covenants are joint and several. The expression **"joint and several"** means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the tenancy or any extension thereof as well as any breach of the Agreement; and individually each Tenant is responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement, until all debts have been discharged in full.

Initials of Tenant(s): _____

This Agreement is made on the

Landlord(s) Name(s):

Address:

*(Address for service under **Section 47 & 48 of the Landlord and Tenant Act 1987**)*

Tenant(s) Name(s):

Address:

Tenant(s) Name(s):

Address:

Guarantor(s) Name(s):

Address:

1. The Landlord lets to the Tenant the residential premises known as ("the Premises")
2. The Tenancy will be for a term from and including the ("the Commencement Date") to and including ("the Expiration Date").
3. The first payment of £..... being due on or prior to the date of taking possession. The Tenant shall pay to the Landlord or the Agent per calendar month payable monthly in advance commencing on and payable thereafter the "Rent Due Date" will be the day of each calendar month during the Term of this agreement by standing order to; Account Number; Sort Code in the name of first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.
4. **Deposit.**
 - 4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
 - 4.2 The Tenant shall pay to the Landlord or Landlords Agent upon signing this Agreement by way of a security deposit ("the Deposit").
 - 4.3 The Landlord acknowledges that the deposit referred to in Clause 4.2 has been paid by the Tenant to the Landlord or Agent and that such deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the **Housing Act 2004** and the **Localism Act 2011**. Subject thereto the Landlord shall have a right to claim against the deposit for:-
 - 4.3.1 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 the commencement of the Tenancy.
 - 4.3.2 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying or enforcing any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises its Fixtures and Fittings, and any additional charges/expenses incurred by the Landlord or Agent relating thereto or by legal/professional advisers.

Initials of Tenant(s): _____

- 4.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
- 4.3.4 Any instalment of rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.
- 4.3.5 Any other breach on the part of the tenant of the Tenants obligations under this Agreement, in the interest of clarity this includes any act or omission on behalf of any permitted occupier or visitor to the premises.
- 4.3.6 Any sum repayable by the Landlord or Agent to a local authority where housing benefit (or its replacement) have been paid direct to the Landlord or Agent by the Local Authority.
- 4.3.7 Any damage caused and cleaning/fumigation required as a result of any pets occupying the Premises either with or without the Landlords consent.

4.4 Details of the Tenancy Deposit Scheme to which the Landlord/Agent subscribes are given in the documentation annexed hereto receipt whereof the Tenant hereby acknowledges.

- 4.5 At the termination of the Tenancy the parties will use their best endeavours acting in good faith to agree the deductions which should be made from the deposit and will in any event, within twenty days of the termination of the Tenancy, notify the Agent of what sums/issues remain in dispute
- 4.5 The Landlord or Landlord's Agent will as soon as reasonably practicable after such notification, refer the dispute to the administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the Tenancy. This does not prejudice either party's rights to apply to court.

5. THE TENANT AGREES WITH THE LANDLORD as follows:-

5.1 Rent

- 5.1.1 To pay the rent according to the terms of the Agreement whether formally demanded or not without any deduction or right of set-off whatsoever.
- 5.1.2 To pay the rent as stated in clause 3 at the times and in the manner specified in this Agreement and that in the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, and/or any other money payable under this Agreement remaining unpaid after the same becomes payable to pay interest at the rate of 4% over Bank of England base rate (such interest to be calculated upon a daily basis) on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds.
- 5.1.3 That any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Premises to that third party whatsoever.
- 5.1.4 It is agreed that if the Landlord or Agent, where appointed, accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 5.1.5 After the first 12 months of this Agreement has passed, the rent shall be increased with such increase to be in line with the Retail Price Index (RPI) for the 12 months

immediately preceding the increase with a minimum increase of 3% and a maximum increase of 8%. Thereafter once the fixed term of the Agreement has expired, if the tenancy rolls over into a periodic Agreement, the rent will continue to be increased on a yearly basis in line with the RPI for the preceding 12 months with a minimum increase of 3% and a maximum increase of 8%.

5.2 Condition of Premises, Repair and Cleaning

- 5.2.1 To keep the Premises in good repair. The Tenant agrees to keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term and to safeguard them from destruction or damage.
- 5.2.2 To pay for the replacement or repair of any Fixtures and Fittings that are broken lost stolen damaged or destroyed during the Term or at the option of the Landlord to compensate for these items.
- 5.2.3 To use the Premises in a Tenant like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises and the Fixtures and Fittings at the termination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys for the Premises to the Landlord or Agent.
- 5.2.4 To replace within a reasonable time all cracked or broken glass at the Premises during the Tenancy with the same quality glass as soon as reasonably possible.
- 5.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 5.2.6 To keep all smoke detectors / carbon monoxide detectors in good working order and in particular to replace all batteries as and when necessary. After the landlord's test on the first day of the tenancy, tenants should take responsibility for their own safety and test all alarms regularly to make sure they are in working order as per The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. Testing monthly is generally considered an appropriate frequency for smoke alarms & carbon monoxide. If tenants find that their alarm(s) are not in working order during the tenancy, they are advised to arrange the replacement of the batteries or the alarm itself with the relevant landlord.
- 5.2.7 To pay for the reasonable washing and cleaning of all net curtains, linens counterpanes blankets carpets upholstery curtains and similar articles that have been soiled during the Tenancy and for all upholstery and carpets to be professionally cleaned prior to the termination of the Tenancy.
- 5.2.8 To keep the drains free from obstruction and to have all the chimneys and flues (if any) to the Premises cleaned and swept as often as necessary.
- 5.2.9 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, (to include emptying of cesspit tank annually and upon vacation).
- 5.2.10 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance, the Tenant agrees to get the chimney swept as required.
- 5.2.11 To keep all electrical appliances and apparatus in good working order during the Tenancy and to pay the television set licence fee for any television set or device requiring such licence.

- 5.2.12 To notify the Landlord or the Landlord's Agent immediately in writing of any damage destruction or loss that may happen at the Premises or to the Fixtures and Fittings howsoever caused.
- 5.2.13 To notify the Landlord or the Landlord's Agent immediately in writing should repairs become necessary for which the Tenant is not liable and in no circumstances (except in the case of an emergency) should the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. In the event of an emergency repair, the Landlord will reimburse the Tenant any reasonable costs incurred by the tenant in carrying out the Landlord's obligations.
- 5.2.14 Not to carry out any redecoration at the Premises or any part including the Fixtures and Fittings without the previous consent in writing of the Landlord or Landlord's Agent, such consent not to be unreasonably withheld and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration or sooner termination of the Tenancy.
- 5.2.15 Not to make any alteration or additions to the Premises or Fixtures and Fittings without the prior written approval of the Landlord or Landlord's Agent, such approval not to be unreasonably withheld or delayed.
- 5.2.16 Not to remove any of the Fixtures and Fittings specified in the Inventory and Schedule of Condition and to pay for the repair or replacement of any items which have been broken, lost, damaged or destroyed during the Tenancy. Any replacements will need to be first approved by the Landlord or the Landlord's Agent. Where the Landlord's belongings Fixtures and Fittings are moved or placed in storage of any kind in breach of this clause, any resulting damage to such items will be at the cost of the Tenant.
- 5.2.17 Not to bring into the Premises any additional Furniture without the written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld, and to leave the Furniture, Furnishings and Effects at the expiration or sooner termination of the Tenancy in the rooms and places in which they were at the commencement of the Tenancy. (OPTIONAL CLAUSE) REMOVE IF UNFURNISHED.
- 5.2.18 To take all appropriate precautions to prevent damage occurring to the Premises and any installations and Fixtures and Fittings in the Premises which may be caused by frost or cold weather including but not limited to providing adequate heating and ventilation to the Premises.
- 5.2.19 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable cost of the contractor's visit.
- 5.2.20 To take all reasonable precautions to prevent damage to the Premises and any installations and Fixtures and Fittings which may be caused by any inclement weather conditions, including but not limited to closing windows to prevent precipitation (rain/snow etc) from entering the Premises.
- 5.2.21 Keep the property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost
- 5.2.22 Not use any gas appliance that has been declared unsafe by a GAS SAFE engineer, or disconnected from the supply.

- 5.2.23 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 5.2.24 To keep the windows of the Premises clean internally and externally.
- 5.2.25 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the same within one month or sooner where appropriate and if the Tenant shall fail to comply with such notice then the Landlord or Landlord's Agent may enter upon the Premises with workmen and carry out such repairs or other works at the Tenant's expense.

5.3 Utilities

- 5.3.1 To notify each supplier and arrange for the electricity gas water TV licence (as required) and telephone services (as available to the Premises) to be immediately transferred into the Tenant's name on the signing of this Agreement and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services. The Tenant also agrees to pay for all such accounts in respect of the Premises where appropriate and to settle all outstanding accounts with such services immediately before the termination of this Agreement.
- 5.3.2 To pay for all Water Rates and services, all Council Tax charges and any other charges levied on the Premises for which the tenant is responsible and to inform the Landlord or Landlord's Agent of any changes to the utility suppliers. The Tenant also agrees to settle all outstanding accounts with such services immediately before the termination of this Agreement.
- 5.3.3 Not to tamper interfere with alter add to the gas electrical and water installations and meters in or serving the premises.
- 5.3.4 The Tenant shall request permission for any of the utility meters to be changed. In breach of this clause, the tenant will be responsible for replacing or making good any changes.
- 5.3.5 In the event of any supply of water gas electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant then the Tenant shall repay to the Landlord all reasonably incurred costs in connection with the reconnection of such service (including any arrears).
- 5.3.6 Not to change the telephone number without the prior written consent of the Landlord or Landlord's Agent or to procure the transfer of the telephone number to any other address

5.4 Access and Inspections

5.4.1 Access to a property may be required by the agent, or an authorised third party on behalf of the landlord (e.g. a surveyor, builder, tradesman etc) for the purpose of viewing the condition, state of repair and/or to fulfil related statutory obligations and/or to carry out repairs. If you hold the key but are not able to accompany that person, the tenant must be given the appropriate minimum notice of 24 hours or that prescribed by law, of the appointment (unless agreed otherwise with the tenant beforehand), except in cases of genuine emergency. Notwithstanding providing the tenant with reasonable notice to access a property, express consent from the tenant to do so should be obtained.

5.4.2 To allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord with or without any necessary equipment to enter the Premises at all reasonable times of the day by giving the Tenant not less than 24 hours' notice (except in the case of an emergency) in writing to visit and examine the condition of the Premises and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law.

5.4.3 To allow the Premises to be viewed during the last two months of the Tenancy by prior appointment made by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a tenant the Premises for re-let and to allow the erection of a 'To let' board(s) on the Premises.

5.4.4 To allow the Premises to be viewed throughout the Tenancy by prior appointment made by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective buyer the Premises for sale and to allow the erection of a "For Sale" board(s) on the Premises.

5.4.5 Where the Tenant or any Agent appointed by the Tenant does not keep a pre-arranged appointment (excluding the Checkout referred to in clause 5.21.2) , the Tenant agrees to pay costs of £25.00 (inclusive of VAT) incurred by the Landlord or the Landlord's Agent and any cancellation charges levied by a third party.

5.4.6 To allow onto the Premises any party that may reasonably require such access to carry out work to a neighbouring property or any boundary divide. 24 hours' notice in writing will be given, except in the case of an emergency.

5.5 Assignment and Subletting

5.5.1 The Tenant agrees not to assign sublet part with or share the Premises with any persons other than the persons named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises, such approval not to be unreasonably withheld.

5.5.2 Not to take in Lodgers or Paying Guests without the Landlord's written consent, not to be unreasonably withheld.

5.5.3 Not permit any visitor to stay for a period of more than three weeks within any three month period.

5.6 Usage

Not to carry out any Trade or Business or Profession at the Premises but to use the Premises as a single private residence only.

5.7 Illegal, Immoral usage

Not to use the Premises for any Illegal, Improper or Immoral use or use or consume in or about the Premises any prohibited or controlled substances or any of the drugs mentioned in the **Misuse of Drugs Act 1971**.

5.8 Locks and Keys

5.8.1 The Tenant agrees not to install or change any locks in the Premises without the Landlord's or Landlord's Agent prior written consent.

5.8.2 If any additional keys are made the Tenant will deliver all keys (original and additional) to the Landlord at the conclusion of the tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong.

5.8.3 If any lock is installed or changed at the Premises without the Landlord's prior written consent then the Tenant will immediately provide a key to the replacement locks to the Landlord and Agent and further agrees to deliver to the Landlord or Agent all keys at the termination of the Tenancy. Should the replacement locks be of an inferior quality or cost the Tenant agrees to reimburse the Landlord in full to reinstate locks to the original quality inclusive of any labour costs.

5.8.4 The Tenant agrees to activate any alarm systems at the premises and replace any required batteries on such systems and also not to change any code numbers/activation codes without the written consent of the Landlord, such consent not to be unreasonably withheld. If the Tenant breaches this provision he will be responsible for all reasonable costs incurred by the Landlord for restoring the alarm system to an operational condition including code resetting.

5.9 Noise and Nuisance

5.9.1 The Tenant agrees not to do anything at upon or in connection with the Premises that can cause a nuisance damage disturbance annoyance injury or inconvenience to the Premises or any adjoining or neighbouring premises or their occupiers or owners thereof.

5.9.2 Not to hold or conduct any social gathering at the Premises or play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Premises or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent premises.

5.10 Washing

Not to hang any washing, clothes or other articles outside the Premises other than in such places as the Landlord designates or permits and not to hang or place wet or damp articles of washing upon any of the Landlord's furniture or room heaters, for the avoidance of doubt, this includes radiators.

5.11 Refuse

To remove all rubbish from the Premises and to place the same within the dustbins or receptacles provided and where any dustbins have been provided to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin.

5.12 Inflammable substances and equipment

Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises and not store or bring any articles of an especially combustible inflammable or dangerous nature in to the Premises whereby any insurance on the Premises may become void or voidable or where the rate of premium may increase.

5.13 Gardens and Driveways

Where any Garden Driveways Pathways Lawns Hedges and Rockeries are included in the Tenancy the Tenant agrees to keep them clean and tidy, properly cultivated and free from weeds and to keep any grass regularly mown, and trees and shrubs pruned and not to be cut down or removed. Furthermore, the Tenant agrees not to alter the layout of any Garden Driveways Pathways Lawns Hedges Ponds and Rockeries without the Landlord's prior written consent.

5.14 Animals and Pets

Initials of Tenant(s): _____

Not to keep any animals, reptiles or birds on the Premises without the prior written consent of the Landlord, such consent will not be unreasonably withheld. If the Landlord gives his written consent for the Tenant to keep any animal, reptile or bird on the Premises then the Tenant agrees to have the Premises professionally cleaned with de-infestation/fumigation treatment cleaner at the termination of the Tenancy and to provide a receipted invoice to the Landlord or the Landlord's Agent as written proof that he has complied with this clause. In the event such permission is granted that landlord reserves the right to stipulate certain conditions. **Permission is granted for**

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5.15 Smoking

The Tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Premises without the Landlords or Agents prior written consent which will not be unreasonably withheld. In the event of the Landlord giving such consent to the Tenant, the Tenant agrees to pay the Landlord for any cleaning and/or redecoration costs that the Landlord may incur as a result of the Tenant (or the Tenants guests) smoking in the Premises.

5.16 Sanitation, Pipes, Drains and Gutters –

- 5.16.1 The Tenant agrees to keep in good working order and free from obstruction all baths, sinks taps lavatories cisterns drains waste and other pipes ducts gutters down pipes and gullies on or serving the Premises and to indemnify the Landlord for any damage caused by any breach of this stipulation.
- 5.16.2 The Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Premises.
- 5.16.3 The Tenant agrees to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Premises.
- 5.16.4 The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

5.17 Empty Premises

- 5.17.1 Whenever the Premises is left unattended, the Tenant agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Premises, and that any Premises alarm system is activated.
- 5.17.2 Not to leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant will take adequate steps to ensure that the Premises is protected against the risk of damage by frost, by either draining down all water supplies in or serving the Premises and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises is vacant.
If you do leave the premises empty for long periods of time, upon your return, you must flush through the water systems, taps, showers and so on.

5.18 Costs and expenses

- 5.18.1 In the event of the Tenant surrendering the Tenancy before the end of the stated period in any way without the Landlords consent in writing, the Tenant agrees to pay the full reasonable cost of re-letting if appropriate and shall remain responsible for all Tenancy obligations until the tenancy comes to an end.

5.18.2. To pay the reasonable costs and expenses (including solicitor's costs and other professional advisors) incurred by the Landlord or the Landlord's Agent in connection with any notice served or letters sent requiring the Tenant to remedy a breach whether or not the same shall result in court proceedings, and/or in connection with the enforcement of any of the provisions of the Agreement, not excluding other reasonable costs that may also occur due to the Tenant's breach and/or in connection with the recovery of rent or any other money which is in arrears and/or in connection with the recovery of vacant possession of the Premises.

5.18.3 To pay the cost of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is not made. This includes interest and overdraft charges.

5.18.4 To pay the sum of £150.00 plus VAT for the preparation of any documents in relation to all renewals or extensions of this Tenancy.

5.19 Affixation of Items

5.19.1 Not to place or exhibit any aerial satellite dish notice advertisement sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlords or Landlords Agents written consent, such consent not be unreasonably withheld or delayed, and where such consent is granted to meet all reasonable costs of installation removal and thereafter make good any resultant damage as required by the Landlord.

5.19.2 Not to affix any items to the walls of the Premises either internally or externally using glue nails picture hooks blue/white tack or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.

5.20 Alterations and Redecoration

5.20.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut maim puncture or injure any of the walls partitions or timbers of the same without the Landlord's or Landlord's Agents prior written consent such consent not to be unreasonably withheld or delayed.

5.20.2 Not to permit any waste, spoil or destruction to the Premises or Fixtures and Fittings.

5.21 Inventory and Checkout

5.21.1 To pay the cost of a check out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition thereof at the expiry or sooner termination of the tenancy.

5.21.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the reasonable additional costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment the Checkout will take place and any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant.

5.22 End of Tenancy

5.22.1 To leave the Landlord's Fixtures and Fittings at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.

- 5.22.2 To return the keys of the Premises to the Landlord or Landlord's Agent on the agreed termination date, or at the end of the tenancy, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or Landlord's agent in securing the Premises against re-entry where the keys have not been returned.
- 5.22.3 To remove all of the tenant's goods belonging to him or of the Tenant's household prior to the termination of this Agreement. If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Premises at the time of expiration or sooner termination of the Tenancy, the Tenant agrees:
- 5.22.3.1 To pay the Landlord damages at a rate equal to the daily rent payable or the Premises until the Tenant has removed all such goods and;
- 5.22.3.2 To pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory (which cannot be checked until all goods belonging to the Tenant or members of his household have been removed).
- 5.22.3.3 The Tenant will remain liable for the rent and utility charges at the Premises until such time as the Premises has been returned to the Landlord or Landlord's agent without any further hindrance by the tenant or any other occupier at the Premises.
- 5.22.3.4 To make good any reasonable storage or other similar costs to the Landlord for a reasonable period of time after which point all remaining belongings will be disposed of at the cost of the tenant.
- 5.22.4 As soon as is reasonably practicable just before or immediately after the termination of the tenancy to provide to the Landlord or Agent a forwarding or correspondence address.

5.23 Insurance

- 5.23.1 Not to do anything whereby the Landlord's policy of insurance in respect of the Premises or on the Fixtures and Fittings may become void or voidable in full or part or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. **The Tenant's belongings within the Premises are his responsibility to insure and not covered by any insurance policy maintained by the Landlord.**
- 5.23.2 In the event of loss or damage by fire theft or impact or other causes immediately to inform the Landlord or his Agent and then to give full written details thereof within three days in order to enable the Landlord to make a claim to the Landlord's insurance company.
- 5.23.3 As a condition of entering into this tenancy agreement the tenant shall: Ensure they have sufficient means to cover their liability for accidental damage to the landlord's property, furniture, fixtures, and fittings" and be responsible for effecting any insurance the Tenant requires for their own possessions
- 5.23.4 In the event of the Premises being broken into or damaged by a third party to immediately report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord or the Landlord's Agent within three days.
- 5.23.5 In the event of a claim on the Landlords insurance policy due to a breach of this agreement, and/or an act or omission on the part of the Tenant or their guest visitor or

any other permitted occupant of the tenant, the Tenant agrees to reimburse the Landlord for any increase in premiums and/or and excess amount related to such claim.

5.24 Distance Selling Regulations

The Tenant's rights to a seven working day cooling off period under the **Consumer Protection (Distance Selling) Regulations 2000** will cease on the date the Tenant enters into the Tenancy by signing the Tenancy Agreement and paying the Rent. You can find a full copy of this at:

<http://www.legislation.gov.uk/ukxi/2000/2334/contents/made>

5.25 Data Protection

Information provided under the performance of this Agreement may be shared with the Landlord and Landlord Agent and/or other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Police, Housing Benefit departments, tracing agents and alike, and mortgage lenders.

5.26 Miscellaneous

5.26.1 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Premises which might reasonably affect the Premises, the Tenant will as soon as is reasonably practical after receipt send such notices and or document to the Landlord or his Agent.

5.26.2 Where notified prior to the tenancy beginning in writing or by the provision of any document, the Tenant agrees not to break any restrictions, covenants, or agreements in any superior Head Lease affecting the Premises which may bind both the Landlord and the Tenant in their occupation or use of the Premises.

5.26.3 The Tenant agrees that the Landlord/Agent conducts immigration status checks in a consistent and fair manner and to keep a record of the checks made. If the checks are not satisfied this contract will be terminated.

6. THE LANDLORD AGREES WITH THE TENANT as follows:

6.1 Quiet Enjoyment

That the Tenant paying the rent and observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Premises without any unlawful interruption by the Landlord or to any person rightfully claiming to be under or through the trust of the Landlord.

6.2 Insurance

To insure the Premises and the Fixtures and Fittings specified in the Inventory and Schedule of Condition to their full value with some insurance company of repute normally covered by a householder's comprehensive policy.

6.3 Cleaning

To have the premises cleaned in accordance with the Agent's cleaning specification prior to the commencement of the tenancy.

6.4 Interest and Consents

The Landlord hereby confirms that he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to

enter this Agreement (whether from superior landlords, mortgagee's insurers or others) have been obtained.

6.5 Repair

To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers, and other similar mechanical or electrical appliances belonging to the Landlord as are included in the said Fixtures and Fittings but not further or otherwise **PROVIDED** that this agreement shall not be construed as requiring the Landlord or Landlords Agent to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the Fixtures and Fittings in a tenant like manner and **PROVIDED FURTHER** that the Tenant shall indemnify the Landlord or Landlords Agents in respect of the cost of repairs to such Fixtures and Fittings installations or items resulting from misuse by the tenant and/or his household, and/or his permitted occupier and/or his permitted visitor/s to the Premises howsoever caused.

6.6 Taxation

In the event that the Landlord's normal place of abode is not within the United Kingdom that he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this Tenancy Agreement will be paid with immediate effect. In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the **Finance Act 1995** or any subsequent legislation.

6.7 Safety Regulations

6.7.1 The Landlord confirms that the items within the Premises including Fixtures and Fittings and as detailed within the Inventory and Schedule of Condition comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1993.

6.7.2 The gas appliances at the premises comply **The Gas Safety (Installation and Use) Regulations 1998** of which a copy of the safety check Record will be given to the Tenant at the commencement of the tenancy.

6.7.3 The electrical appliances at the premises comply with the **Electrical Equipment (Safety) Regulations 1994**.

7. IT IS MUTALLY AGREED as follows:

7.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

7.2 Stamp Duty

Where the total rent payable under a tenancy or any combination/series of tenancies (including Periodic tenancies) has a Net Present Value (NPV) in excess of £120,000 then the tenant is legally obliged to arrange and pay for the stamping of the tenancy agreement within 30 days of the commencement date. Failure to do so may result in a penalty charge being applied. If the tenant has any reason to believe that the NPV of the tenancy or series of tenancies is close to or exceeds the £120,000 figure then it is strongly recommended that they seek specialist professional advice and to visit the Inland Revenue Stamp Office Website at www.inlandrevenue.gov.uk/so.

7.3 Repair

Initials of Tenant(s): _____

This Agreement will take effect subject to the provisions of **Sections 11 to 16 of the Landlord and Tenant Act 1985** (as amended by the **Housing Act 1988**) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for using the supply of water and electricity). The Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items except in the case of any emergency.

7.4 Exclusion

The Landlord will not be responsible or liable to compensate the Tenant or any third party for any losses financial or otherwise or inconvenience howsoever suffered due to the failure of any appliances or systems on the Premises or (if applicable) in the common part or any other part of the building of which the Premises form part due to any software or any operation system malfunction.

7.5 Uninhabitable Property

If the Premises are destroyed or rendered uninhabitable by fire or any other risk then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant. **Nothing in this clause obliges the landlord to provide alternative accommodation.**

7.6 Reimbursement

Where the Landlord or Landlords Agent is entitled to do anything at the cost or expense of the Tenant then the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the Deposit in accordance with clause 4.

7.7 Council Tax

The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord or Landlord's Agent upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.

7.8 Forfeiture

This clause sets out the circumstances under which the Landlord can recover possession of the property during the course of the tenancy. If the Landlord wishes to recover possession he or she may only do so after obtaining a possession order from the Court.

7.8.1 Forfeiture/Breaches of this Agreement by the Tenant

If at any time during the tenancy:-

- A. The Tenant fails to pay the rent or any part of the rent more than 14 days after the payment falls due;
- B. The Tenant fails to observe or perform any agreement or obligation under this agreement;
- C. The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;

- D. The Tenant leaves the premises vacant or unoccupied for more than 14 days without the Landlord's consent;
- E. If any of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 apply.

Then the Landlord will be entitled to take immediate steps to recover possession of the Premises from the Tenant by issuing proceedings for possession in the appropriate Court. In the event of the Landlord taking such action his other rights or obligations provided for in this agreement shall be unaffected unless the Court rules otherwise.

7.8.2 Additional fees that may be payable by the Tenant

Renewal of Tenancy: £60.00
Rent Arrears Letter Fee: £30.00
Breach of Contract Letter Fee: £30.00
Returned Rent Payment Fee: £30.00
Appointment Cancellation Fee: £25.00
Alteration to existing Tenancy Fee: £118.80

If a request to keep a **pet** is accepted, an additional deposit of **£150** will be payable which will be registered with the Deposit Protection Service.

If a tenant leaves the property during the fixed term period, they will remain liable for the rent, utilities and council tax until a new tenant takes up occupation. A fee equivalent to 60% of one month's rental income will also be payable.

7.9 Notices

- 7.9.1 If the Tenant wishes to leave at the end of the fixed term tenancy, the landlord must receive a minimum of two months written notice before the expiration date, meaning that to end the Tenancy at the end of the fixed term period the Tenant must give notice in writing before the fourth month commences. With this in mind, notice to leave the property at the end of the fixed term tenancy must be received by

In the event this Tenancy becomes a periodic tenancy; the Landlord agrees that the Tenant can terminate the tenancy by giving the Landlord not less than one month's notice in writing. It is mutually agreed that such notice period must expire at the end of a period being on the of a month.

The Tenant agrees that the Landlord can terminate the tenancy by giving the Tenant not less than two months' notice in writing. It is mutually agreed that such notice period must expire at the end of a period being on the of a month.

The Tenant agrees that the Landlord can terminate the tenancy by giving the Tenant not less than two months' notice in writing as per Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996.

- 7.9.2 Any notices authorised required or served in accordance with this Agreement or under Act of Parliament relating to the Tenancy must be served either:

- A. In accordance with the provisions as to the service of notices **in Section 196 of the Law of Property Act 1925** or;
- B. By first class post addressed to the Tenant at the Tenanted Premises or last known address or;
- C. Left addressed to the tenant at the Tenanted Premises or last known address.

This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

7.9.3 For the purpose of **Section 47 and 48 of the Landlord and Tenant Act 1987** the address at which any notices (including notices in any proceedings) may be served on to the Landlord by the Tenant, is as set out on page two of this Agreement, until the Tenant is notified in writing to the contrary.

7.9.4 Notice under - Ground 1 and Ground 2, of Schedule 2 of the Housing Act 1988
Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case):

- a) at some time before the beginning of the tenancy, the landlord who is seeking possession or in the case of joint landlords seeking possession at least one of them occupied the dwelling house as his only or principal home; or
- b) the landlord who is seeking possession or in the case of joint landlords seeking possession at least one of them requires the dwelling house as his or her spouse's only or principal home and neither the landlord (or in the case of joint landlords, any of them) nor any person who, as landlord, derived title under the landlord who have the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

Ground 2

The dwelling house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling house for the purpose of disposing of it with vacant possession in exercise of that power; and
- c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of the notice.

For the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

7.10 Force Majeure

The Landlords repairing obligations referred to clause 7.3 shall not be construed as requiring the Landlord to rebuild or reinstate the Premises in the case of destruction or damage by fire or tempest, flood or other inevitable accident.

7.11 Tenancy Break Clause (Optional Clause)

This Agreement may be terminated early by either party by giving to the other party two months' notice in writing at any time such notice not to expire until six (6) months of the term of this agreement has passed and upon expiration of this notice this Agreement and everything contained within it shall cease and be void subject nevertheless to the right of the parties in respect of any antecedent breach of any of the covenants contained therein. Such notice must expire on the (date) of a month

7.12 Landlord Certification

The Landlord certifies that the Tenant has been given an opportunity to sign this agreement and the documentation annexed hereto by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

SIGNED by the Landlord

..... {Landlord's signature}

**c/o Hindhead Property Limited
18 Mannamead Road
Plymouth
PL4 7AA**

Witness:

_____ } {Witness' signature}

**Hindhead Property Limited
18 Mannamead Road
Plymouth
PL4 7AA**

SIGNED by the Tenant

..... {Tenant's signature}

Witness:

_____ } {Witness' signature}

**Hindhead Property Limited
18 Mannamead Road
Plymouth
PL4 7AA**

SIGNED by the Tenant

..... {Tenant's signature}

Witness:

_____ } {Witness' signature}

**Hindhead Property Limited
18 Mannamead Road
Plymouth
PL4 7AA**

Initials of Tenant(s): _____

PRESCRIBED INFORMATION FOR ASSURED SHORTHOLD TENANCIES

This information is prescribed under the Housing Act 2004 as amended in the Localism Act 2011. That means that the two parties to the tenancy agreement must be made aware of their rights during and at the end of the tenancy regarding the protection of and deductions from the Deposit.

The Deposit Protection Service – Custodial scheme

NOTE: The landlord must supply the tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To:

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

The Deposit Protection Service (The DPS)

The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Telephone No. 0844 4727 000

Online: www.depositprotection.com

2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

See attached Terms and Conditions.

3. Information on the procedures applying for the release of the deposit at the end of the tenancy.

See attached Terms and Conditions.

4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.

See attached Terms and Conditions.

5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.

See attached Terms and Conditions.

Initials of Tenant(s): _____

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation. There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

7. Tenancy specific information

(a) Amount of deposit paid.

(b) Address of property to which the tenancy relates

(c) Name, address and details of landlord(s)

Name:

Address including postcode: **c/o Hindhead Property Limited, 18 Mannamead Road, Plymouth, PL4 7AA –**

Telephone number(s): **01752 875075**

Email address(es): lettings@hindheadproperty.com

(d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants).

(1) Name:

Address including postcode:

Telephone number(s):

Email address(es):

Contact address to be used by The Landlord at the end of the tenancy:

Contact address to be used by The Landlord at the end of the tenancy:

Note: please see Note 3 below regarding the tenant's or lead tenant's responsibility to register their contact address with The DPS and to ensure that their address is updated at the end of the tenancy.

(e) Name of Third Party making the payment:

Name: **n/a**

Address including postcode: **n/a**

Telephone number(s): **n/a**

Email address(es): **n/a**

(f) Circumstances when all or part of any deposit may be retained by the landlord.
Refer to Clause(s) of Tenancy Agreement.

I/We (being the Landlord) certify that –

(i) The information provided is accurate to the best of my/our knowledge and belief

(ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

Landlord(s):
c/o Hindhead Property Limited

Signature(s):

Initials of Tenant(s): _____

Dated:

Tenant(s):

Signature(s):

Dated:

NOTES

- (1) **A copy of The Deposit Protection Service Custodial Terms and Conditions must be attached to this document.**
- (2) **It is available to download from** <http://www.depositprotection.com/documents/terms-and-conditions-custodial.pdf>
- (3) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.
- (4) It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.
- (5) The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.

Initials of Tenant(s): _____