

## ASSURED SHORTHOLD TENANCY AGREEMENT

**Important: This tenancy agreement is a binding document. Before signing it you should read it carefully to ensure that it contains everything you do want and nothing unacceptable to you. If you do not understand this agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a Solicitor, Citizens Advice or Housing Advice Centre.**

**This Agreement is intended to create an Assured Shorthold Tenancy under part 1 of the Housing Act 1988 as amended under part 3 of the Housing Act 1996.**

### DEFINITIONS/INTERPRETATIONS

This tenancy agreement (hereinafter called 'this Agreement') comprises the particulars detailed below whereby the Property and Grounds is hereby let by the Landlord and taken by the Tenant for the term at the Rent as an Assured Shorthold Tenancy under the Housing Act 1988.

"Agent" means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

"Contents" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"Emergency" means where there is a risk to life or damage to the fabric of the Property or the Contents.

"Fixtures and Fittings" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"Inventory" is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

"Joint and Severally Liable" means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group.

"Landlord" includes anyone entitled to possession of the Property under this Agreement.

"Permitted Occupier" means a person who is not a party to the Tenancy, and for the avoidance of doubt is not a Tenant. They have no rights to the Property but have been granted permission to occupy the Property as a guest for a period of time during this Tenancy by the Landlord.

"Policy" means any insurance policy held by us for the Property or Contents.

"Property" includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

"Rental Period" means the time between Rent due dates. For example, if the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"Tenancy" means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.

"Us" "our" "we" means the Landlord.

"Working Day" does not include Saturdays, Sundays and Bank Holidays.

"You" "your" means the Tenant.

"Tenant Welcome Pack" refers to a document provided to you prior to move in which provides information on the property and guidance on your obligations as a tenant during your tenancy.

References to the singular include the plural and references to the plural include the singular.

**Landlord:(A)**

, a company registered in England and Wales with registered address 17 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ.

(Hereinafter called 'the Landlord' which expressions shall where the context so admits include Agents appointed for the purpose of managing the Property and Grounds in the Landlords absence)

**AND**

**Tenant:(B)**

(hereinafter called 'the Tenant ('s)/you/yours)

The Landlord has appointed SDL Lettings Management Limited as managing agent ("Agent") for this property. SDL Lettings Management Limited trades as SDL Property Management and is a company registered in England and Wales under company number **07470745** with registered address 17 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ.

The contact address for the Landlord is:

C/O SDL Property Management

17 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ

**Property:** The Landlord lets and the Tenant takes the Property and Grounds situated at and known as:

(Hereinafter called 'the Property') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'the Contents'

**The Scheme:** Means an Approved Government Tenancy Deposit Scheme.

**Utilities:** Means the supply of essential items to the home such as (but not exclusively); water, electricity, gas and oil supply as well as telecommunication links.

## **1. STARTING YOUR TENANCY**

### **1.1 Tenancy Date**

1.1 This Agreement is made on the .

### **1.2 Term**

1.2.1 The tenancy is for a period of months commencing on expiring on the .

1.2.2 At the end of this initial term, you will either be offered an extension to this tenancy agreement or you will be served notice to bring the tenancy to an end in line with clause 1.2.4 of this agreement.

1.2.3 A notice period of one full calendar month is required from the Tenant in writing for termination of the periodic lease.

1.2.4 The Landlord will provide the Tenant with two full months' written notice to terminate the periodic lease.

### **1.3 Break Clause**

1.3.1 It is hereby agreed between the parties that should the Landlord wish to terminate the tenancy they must provide no less than two months written notice to the Tenant, on or after month five of this agreement to terminate the tenancy no sooner than the last day of the seventh month of the tenancy.

1.3.2 It is hereby agreed between the parties that should the Tenant wish to terminate the tenancy they must provide no less than one months written notice to the Landlord, on or after month six of this agreement to terminate the tenancy no sooner than the last day of the seventh month of the tenancy.

### **1.4 Agreed Rent**

1.4.1 It is hereby agreed that a rent of £ per calendar month be paid by Standing Order from your nominated account. Payments are to be paid monthly in advance.

1.4.2 The first payment of being due on or prior to the date of taking possession.

1.4.3 Thereafter the "Rent Due Date" will be on day "" of each month, for the duration of the Term of this Agreement.

## **1.5 Deposit:**

1.5.1 The Landlord acknowledges receipt from the Tenant of the sum of £ ( ) by the way of a (non-interest bearing) deposit.

1.5.2 The Tenant must pay the Deposit to the Agent to be protected as security towards the discharge of any liability and subject to this on trust for the Tenant absolutely.

1.5.3 The deposit shall be held in a Deposit Protection Scheme.

1.5.4 The deposit will be returned in line with the Scheme's terms subject to the obligations laid down in this Agreement.

1.5.5 The Landlord shall comply promptly with his obligations under the Scheme.

1.5.6 The Tenant shall not under any circumstances deduct the deposit from any payment of Rent.

## **1.6 INVENTORY**

**A full and detailed inventory with photographs will accompany the tenancy. This will be a true and accurate record of the condition of the Property and its' Contents, at the commencement of the tenancy.**

1.6.1 At the time of signing this tenancy, you will also be required to sign to confirm receipt of the inventory. You will then have 5 days from signing to assess the inventory report against the Property. Any challenges to the accuracy of the inventory must be raised with the Landlord in writing within this 5 day period, following which it will be deemed that you have accepted the inventory in full.

1.6.2 Any challenges made to the inventory in this period will be investigated and agreement sought. Should any amendments be made to the inventory then a new version will be issued, which will also require your signature.

1.6.3 At the end of the tenancy an inspection of the Property will be undertaken to assess the condition of the Property and Contents against its original state, as per the agreed inventory. The cost of making good any of the contents which have been broken, lost or damaged during the tenancy, or any damage to the Property other than reasonable fair wear and tear will then be assessed.

## **1.7 LOCAL AUTHORITY TAXES AND OTHER CHARGES**

The Tenant agrees to be solely liable for the payment of any local authority taxes, charges or costs, including Council Tax (or any other tax levied in substitution thereof), in respect of the Property during the period of the tenancy. The Tenant also agrees to be solely liable for further associated costs, such as water or sewerage charges that may become due to the local authority or to a water authority. In the event of the Landlord becoming liable to pay any taxes or charges referred to in this clause in respect of the period of the Tenant's occupancy of the Property, the Tenant agrees to reimburse the Landlord in respect of all of any such taxes, charges or costs.

## **1.8 HOUSEHOLD BILLS**

You (the tenant) understand that as the landlord's agent, we will pass on your name and contact details (including telephone number and email address) to either SSE our void energy supplier or the current

energy provider (whichever is applicable) to ensure SSE/Current Provider has the correct details to register the energy supplies at the property and set up an account in your name.

The Tenant undertakes to ensure immediately upon the commencement of the tenancy that the accounts for the supply to the Property of all utilities are entered in the Tenant's name with the relevant supplier. The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy. The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services on termination of the tenancy.

### **1.9 TELEVISION LICENCE**

The Tenant undertakes to pay any television or broadcasting receiving fees that may be due in respect of any appliance in the Property whether such appliance is owned by the Tenant or by the Landlord. The Tenant agrees that no televisions will be wall hung without prior consent of the Landlord.

### **1.10 BINS & REFUSE COLLECTION CONTAINERS**

The Tenant is responsible for the maintenance and wellbeing of the bins and refuse collection containers supplied for the Property, and should these get damaged, lost or stolen they must be replaced at the cost of the Tenant.

## **2. DURING YOUR TENANCY**

### **2.1 JOINT AND SEVERAL LIABILITIES**

**Where the expression 'the Tenant' comprises more than one person the obligations on the part of such persons shall be joint and several.**

### **2.2 CARE OF PREMISES**

**The Tenant agrees:**

2.2.1 To keep the Property and the Contents therein clean and in good repair and condition, and to give them up at the end of the tenancy in the same repair and condition as they were on the date of entry, ordinary wear and tear excepted.

2.2.2 To keep the Property sufficiently aired and warmed at all times and, in particular, during times of the year when frost may occur, to provide adequate heating in order to prevent frost damage to the plumbing system.

2.2.3 To ensure that any ventilation units/fans are in operation where applicable and that any extraction fans are utilised when required to avoid mould growth and excessive condensation. Should any damage occur due to this and remedial action be required it will be at the cost of the Tenant.

2.2.4 That they will not pour any oil, grease, or other damaging materials down the drains or waste pipes; and to ensure that the sinks, drains and pipes do not become blocked.

2.2.5 That they will not bring any hazardous or combustible goods or material into the Property; and to avoid danger to the Property or neighbouring houses by way of fire or flooding.

2.2.6 That they will not flush any materials down the toilet that are not intended to be flushed away, or dispose of unsuitable items down the toilet. If any pipes/drains become blocked, and upon remedial action, it is found that the source of the problem be Tenant misuse, the Tenant must compensate the Landlord for the remedial works and any associated workmanship attendance.

2.2.7 That they will not ill-treat any furniture or furnishings provided for the Tenant's use, nor permit any person residing with the Tenant to ill-treat any furniture or furnishings. In the event of the latter occurring the Tenant agrees to take such reasonable steps as are available to the Tenant to remove the offending person from the Property.

2.2.8 Take all reasonable precautions to prevent infestation of the Property. The Tenant will be liable for any reasonable costs incurred by the Landlord to remove any infestation introduced to the Premises by the Tenant or by the Tenant's belongings.

**2.2.9 To comply with Gas Safety regulations the Tenant will not block or cause obstruction to the ventilators in the Property provided for the purpose of compliance with the Gas Safety (Installation and Use) Regulations 1998, and, the Tenant will report to the Landlord immediately the presence of brown or sooty build up on any appliance.**

2.2.10 To not obstruct or tamper with the smoke detector, heat detector and/or carbon monoxide detectors.

## **2.3 UP KEEP OF THE PREMISES**

### **The Tenant agrees:**

2.3.1 To have the windows cleaned at least every six weeks during the period of the tenancy and to leave the windows cleaned at the end of the tenancy at the Tenant's cost. The Tenant is responsible for replacing any windows that are broken during the Tenancy.

2.3.2 To keep the inside of the Property in a good state of repair and condition, properly maintained and decorated and reasonably clean and tidy and free from rubbish in line with the inventory. The Tenant is responsible for maintaining the property in a 'Tenant like manner' which includes but is not limited to: replacing light bulbs (including extractor hood), fuses and batteries throughout the tenancy at their cost - light bulbs, fuses and batteries must be replaced like for like with the same type and specification to avoid damaging appliances, fixtures and fittings. Replacing all broken glass, replacing the toilet seat as required, defrosting the freezer and replacing any freezer drawers that break during the tenancy and small repairs such as cupboard handles.

2.3.3 To maintain the contents of the Property and keep them in good condition (with allowance for fair wear and tear). The Tenant must make sure the contents are not damaged by them or any of their guests. The Tenant must not remove any property contents from the property.

2.3.4 To ensure that all of the Tenant's electrical and domestic appliances are in good working order, ensuring they do not put the infrastructure and fabric of the Property at risk. This does not apply to installations that are the responsibility of the Landlord which are detailed in the inventory and covered under clause 2.4.

2.3.5 To ensure the property is well maintained internally and externally.

2.3.6 Tenants must not affix temporary coverings to windows or doors.

2.3.7 The Tenant agrees to the maintenance and upkeep of the garden, if it is included in the tenancy as forming part of the Property. The Tenant agrees to use it as a private garden only and to keep it clean and tidy, properly cultivated and free from weeds, with the grass regularly mown, maintaining the original standard throughout the period of this Agreement. The Tenant further agrees not to remove any trees or plants without the consent of the Landlord. The use of garden ground for storage of large waste materials/vehicles/refuse is not permitted. The use of garden areas for fires is not permitted. All waste must be disposed of in the appropriate way. If the Tenant is given permission to erect a shed then the Tenant is responsible for removing the shed and reinstating the grass to its original condition at the end of the tenancy.

2.3.8 That they will not mistreat and will treat reasonably any communal areas and/or buildings connected to the tenancy. The Tenant will leave all public walkways and public areas clear and free from obstruction and rubbish.

2.3.9 That they will not leave any refuse outdoors except in the appropriate receptacle such as the waste/recycling bins, and make sure where applicable that these receptacles are made available for collection/emptying of on the appropriate day determined by the Local Authority. If the Tenant is given permission to erect a shed then the Tenant is responsible for removing the shed and reinstating the grass to its original condition at the end of the tenancy.

2.3.10 The Tenant agrees not to park a caravan, trailer, motor home, large van or commercial vehicle on the Premises or the surrounding areas for a period of more than 24 hours at any time.

2.3.11 Not to dry washing in the property, except through use of a washer dryer or in a ventilated room suitable for this purpose.

## **2.4 MAINTENANCE, ALTERATION & IMPROVEMENTS**

### **The Tenant agrees:**

**2.4.1 To not to make any alteration to the Property and its grounds without prior written consent from the Landlord.**

2.4.2 To hand back the Property in its original condition and specification irrespective of the Tenant making any approved alterations or improvements unless this has been specifically agreed in writing to the Landlord.

2.4.3 To allow the appropriately qualified contractors to undertake any required maintenance, repair or upkeep to the Property subject to reasonable notice of any works or visit being given, that access will not be unreasonably withheld.

2.4.4 To allow contractors, sub-contractors or agents to access the Property by use of pass keys, should the Tenant be unavailable to allow access or if access is unreasonably withheld when the situation is deemed as an emergency.

**2.4.5 To give prompt notice to the Landlord of the need for any repair to the Property, grounds and/or contents.** Failure to notify the Landlord of any need for repair or maintenance that results in there being further avoidable damage to the Property or any fixtures, fittings or appliances will result in the Tenant being charged to make good any damage. The Tenant therefore indemnifies the Landlord against any additional loss occasioned to him through the Tenant's failure to give such notice promptly.

2.4.6 To keep all appointments made them by contractors and/or the Landlord and to pay the appropriate call out fees if appointments are not kept.

2.4.7 That they will not install or change any locks to the Property without first obtaining the written consent of the Landlord except in cases of emergency, and in such cases will provide the Landlord with duplicate keys at the first opportunity. This includes main door, patio door and window locks.

2.4.8 To not copy keys or provide keys to any other person other than those named on the Tenancy Agreement without prior written approval from the Landlord. Any additional copy or replacement keys will be provided by the Landlord at a cost payable by the Tenant.

2.4.9 To use the batons provided by the Landlord should they wish to install curtains and or additional window coverings, not already noted in the inventory. They also agree to make good any alterations to the fabric of the Property that this may cause. In all circumstances seek prior approval from the Landlord to change alter or amend window coverings.

2.4.10 That they will not erect or display any signage on the exterior of the Property, its grounds or on communal areas. The application of any signage such as religious symbols, television or broadcasting receiving equipment, or other plaques can be done so only with the written approval of the Landlord, who, at their discretion, may agree to such installations subject to certain criteria determining size/shape and position.

2.4.11 That they will not amend and or install additional lighting to the Property, whether external or internal, or make any changes affecting the electrics and or plumbing of the Property without prior written approval from the Landlord/Agent. If the Landlord/Agent agree to allow any additions or changes to the electrical installations or fittings (including but not limited to lighting) then this is subject to the following terms;

- a) All electrical work carried out at the property must be carried out by one of the Landlord/Agents approved contractors.
- b) All quotes for electrical work at the property will include a charge for the completion of a new Electrical Installation Condition Report. It is mandatory that an EICR is completed alongside the approved works.
- c) The cost of the work and the new EICR are to be covered by the tenant in full upon receipt of the quotation and prior to instructing the contractor to complete the works.

**The Landlord agrees:**

2.4.12 In accordance with section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property for the 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 the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

2.4.13 In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord is not required:

- (a) to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property;
- (b) to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
- (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property

2.4.14 To provide reasonable notice, being a minimum of 24 hours, of any planned visit by them, their Agent and/or a contractor.

### **3. TERMS OF THE TENANCY**

**The Tenant agrees:**

**3.1 Not to assign this tenancy to any other person, nor to sublet the Property in whole or in part, nor to part with possession in any other way without prior written approval from the Landlord. Such approval will not be unreasonably withheld. In any instance where approval is granted the Landlord will require any ingoing and/or remaining tenants to be suitably referenced and named on the tenancy agreement.**

3.12 The licence holder must ensure that any tenancy agreement granted after the issue of this licence includes the following clause within the Tenant's obligations :

**Nuisance and Anti-social Behaviour:**

Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the Landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status)

3.2 To occupy the Property as their only or principal home solely as a private dwelling-house and not to use it or any part of it for any other purpose nor to allow anyone else to do so.

3.2.1 Not to conduct any profession, trade or business in the property.

3.3 To not use or cause or permit the Property to be used for any illegal or immoral purpose.

3.4 Not, without prior written consent from the Landlord, to use or allow the Property to be used as an accommodation address.

**3.5 Not to smoke or allow anyone else to smoke inside the Property.**

3.6 To only allow permanent occupancy of the Property by those named on the Tenancy Agreement and to get written approval from the Landlord of any subsequent additions, including additional children.

3.7 To notify the Landlord immediately of any significant changes in circumstances, such as change of name, employment status or any other such events that might materially change the condition of the tenancy.

3.8 Not to do anything or permit anything to be done in the Property or in the vicinity of the Property, which may contravene the Tenant Welcome Pack. This includes but is not restricted to actions which constitute nuisance, annoyance or cause of damage to the Landlord, or to any neighbouring or adjoining Property, including the owners or occupiers of it.

3.9 Not to leave the Property unoccupied for any period exceeding 21 days without the written consent of the Landlord; and on all occasions when the Property may be unoccupied, to take all reasonable precautions to safeguard the Property and the Contents.

3.10 From 3 months prior to the termination date onwards, to allow the Landlord reasonable access to the Property for viewings and inspections, subject to reasonable notice being provided.

3.11 To not keep any pets or animals in the Property without gaining prior written consent from the Landlord and the completion and return of the appropriate Pet Addendum.

3.12 Not to be a nuisance to the neighbours. The Tenant will not make any noise that is audible outside the Property from 11pm to 8am daily.

**The Landlord agrees:**

3.13 That the Tenant may peaceably hold and enjoy the Property during the tenancy without unnecessary interruption or disturbance from or by the Landlord.

**4. INSURANCE**

**The Tenant agrees:**

4.1 Under the terms of the Tenancy Agreement, the Landlord is only responsible for insuring the building. The Landlord of the property hereby agrees to enter into a tenancy agreement with the Tenant(s) named herein, upon the condition that there is also a requirement within that Agreement for the Tenant to arrange adequate liability insurance for the period of the tenancy for an amount that the Landlord or his agent deem to be sufficient but to a minimum level of £2,500.00 to protect the Landlords fixtures and fittings against accidental damage caused by the Tenant(s) and their visitors.

The ingoing inventory will be used as a mechanism in which to compare and assess any damage at the end of tenancy. The Tenant agrees and accepts that the insurance held by the Landlord does not cover the Tenant's belongings, and Tenants are therefore responsible for taking out contents insurance to protect their own contents and valuables if they so require this insurance cover.

4.2 To ensure they take reasonable precautions to ensure that the Property is always secure and not at risk of damage when occupied and that when the Property is unoccupied, alarms are set and the Property is left safe and secure.

4.3 To not knowingly do, or knowingly allow any act whatsoever whereby the insurance of the Property shall be rendered void or voidable. To not knowingly do, or knowingly allow any act that may result in premiums payable in respect of such insurance being increased beyond the normal rate. The Tenant will make good to the Landlord any loss or extra expense arising from a breach of this sub-clause.

4.4 That in the event that the Property is rendered unfit for occupation as a result of fire or flood or for any other reason the Tenant's only claim against the Landlord shall be for abatement of rent during such period of non-occupation. The Landlord will not be responsible for sourcing the Tenant alternative accommodation should the premises be rendered unfit for occupation.

**The Landlord agrees:**

4.5 The Property, its Contents (provided by the Landlord) and common parts and buildings are under a comprehensive insurance policy, and shall keep the same insured during the tenancy against loss or damage by fire and such other risks as the Landlord deems prudent.

**5. INDEMNITY AND LIABILITY**

## **The Tenant agrees:**

5.1 To indemnify the Landlord against all liabilities for which the Landlord may become responsible as a result of anything done or omitted to be done on the Property by the Tenant, his servants or agents or any other party for whom the Tenant may be responsible or who may have been invited onto the Property by the Tenant. To indemnify the Landlord against relative or consequential expenses, but not from any liability incurred by virtue of the Landlord failing to fulfil any duties under this Agreement.

5.2 That they accept that the Landlord shall not be liable to the Tenant for any loss, injury or damage of any kind which the Tenant may sustain from any defect or deficiency in any part of the Property. And that the Tenant may be held to have been satisfied as to the sufficiency of the Property and thereby renounce any claims against the Landlord, provided however that the Landlord takes reasonable precautions on the receipt of written warning to prevent any loss or damage occurring. Should the Tenant be aware of any defects, the issue should immediately be reported to the Landlord.

## **6. Landlord'S COSTS**

The Tenant undertakes to pay to the Landlord all costs and expenses, including VAT, (including, but not limited to, the costs and fees of the Landlord's solicitors and other professional advisers) which are incurred by the Landlord;

- 1) as a result of a breach by the Tenant of this Agreement or in respect of the enforcement of any of the provisions of this Agreement;
- 2) in connection with the recovery from the Tenant of the rent or any other monies due from them;
- 3) in the preparation and service of a Schedule of Dilapidations during or after the Tenancy;
- 4) in the service of any notice relating to the breach of any of the Tenant's obligations under this Agreement;
- 5) relating to any request or consent required under this Agreement whether or not any such consent is given.

## **7. TENANCY REVIEW**

7.1 Notwithstanding clause 1.4 of your tenancy agreement, we reserve the right to review your rental amount on the . At this point a rental increase may be enforced and if enforced, will take effect from . You will be notified in writing if a rental increase is to be enforced.

## **8. TERMINATION OF THE TENANCY**

### **8.1 Termination by the Tenant**

The Tenant may only terminate the tenancy at the end date as provided for in clause 1.2 of this Agreement. In order to do so, the Tenant shall give written notice to the Landlord no later than one calendar month prior to this end date. Notice must be given in line with the dates contained within this Agreement. Should the Tenant vacate prior to their given 'end date' or without notice to the Landlord, the Tenant will still remain responsible for the rent payments due up to and including the associated end date, in addition to any utility costs and other associated costs.

### **8.2 Termination of the Tenancy by the Landlord and Recovery of Possession**

The Landlord may terminate the tenancy by serving a notice on the Tenant. The Landlord may serve such notice either:

- a) To terminate the tenancy at its end date;
- b) To terminate the tenancy where the Tenant has broken or not performed any of his obligations under this Agreement or the Tenant Welcome Pack;
- c) If the Tenant shall commit a breach of any of the several agreements and stipulations herein contained and without prejudice to the generality of the foregoing relating to Ground 8; 10 to 15 and Ground 17 cited in Schedule II of the Housing Act 1988 as amended.

8.3 In the event that the Tenant fails to remove from the Property at the end of the specified period of notice the Landlord may bring legal action against the Tenant to recover possession of the Property on one or more of the grounds set out in Schedule 2 Part 1 of the Housing Act 1988 (as amended by the Housing Act 1996) being grounds:

- 2 (tenancy subject to prior mortgage);
- 8 (at least 2 months' rent in arrears);
- 10 (some rent due);
- 11 (persistent delay in paying rent);
- 12 (other breaches of obligations);
- 13 (committing acts of waste or neglect);
- 14 (causing nuisance or annoyance);
- 15 (causing damage to furniture);
- 17 (tenancy induced by false statement).

8.4 On termination of the tenancy, the Tenant will remain liable to the Landlord for all payments due to the Landlord under the obligations of this Agreement for the period prior to the termination, whether or not these expenses are identified by the Landlord prior to the termination of the tenancy.

8.5 If the Tenant should remain in occupation of the Property after the termination of the tenancy, he shall be liable to the Landlord for all the Landlord's losses due to breach of contract including, charges in respect of services and any of the Landlord's expenses, outlays or losses arising in terms of this Agreement and by operation of law.

## **9. LATE RENT PAYMENTS**

As per clause 1.4 of this Agreement, Rent Payments are to be paid monthly in advance. If you owe rent you must pay under the agreement, you will have to pay interest on this amount from the date that it should have been paid where you are 14 days or more in arrears. The interest rate is 3% above the base rate used by the Bank of England. This rate may apply before, as well as after, a court judgement has been made against you, depending on the terms of the court judgement.

## **10. THE END OF THE TENANCY**

### **10.1 Final Inspection**

**A full inventory and dilapidation report will be produced at the end of the tenancy to assess the state and condition of the Contents, Property and Grounds, and will base its results and findings on the Inventory agreed at the commencement of the tenancy, taking into account fair wear and tear.**

10.1.2 This report will be produced as soon as reasonably practical after the termination of the tenancy. A copy of the report will be made available to the Tenant upon request.

### **The Tenant agrees:**

10.2 To replace or repair (or to pay the cost thereof) any of the décor, contents, fixtures, fitting or parts of the Property or Grounds which are damaged, destroyed, removed or altered during the tenancy, fair wear

and tear excepted. For the avoidance of doubt this includes but is not limited to returning paintwork to the original colour, removing any shelves and cupboards that the Tenant has had fitted, making good any repairs to the walls, replace bulbs, fuses and batteries, mowing the garden, disposing of any waste and cleaning the property throughout including floor coverings.

10.3 That at the end of the Tenancy they will give the Landlord vacant possession and shall return all keys for the Property to the Landlord, and to provide the Landlord with details of the utility providers for the Property.

10.4 To remove all rubbish, furniture and personal items owned by the Tenant, and leave the Property in the same condition as it was provided at the start of the tenancy. All items must be left in the same rooms as they were at the commencement of the tenancy.

10.5 That they will not leave any additional furniture or goods in the Property, its grounds or communal buildings at the end of their tenancy without the written consent of the Landlord. We may remove, store, sell or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the property at the end of the tenancy. Normally we will store your furniture or goods for a minimum of 14 days after the end of the tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this 14 days period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). Any remaining items will not be sold or got rid of without us first contacting you to notify you or if we are unable to do so taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may incur because of this. We are entitled to take the costs (including any storage costs) and any money you owe us from any money made from selling furniture or goods that the Tenant fails to remove from the property at the end of the tenancy will be removed and stored for 14 days. Any damage or breakages resulting from such additional furniture must be compensated to the Landlord.

10.6 That they will not cause damage to the Property, its Contents, its grounds or communal buildings when moving furniture and if they do will put right at their own cost.

10.7 To pay for any cleaning or gardening services that may be required to reinstate the Property, its contents and grounds therein to the professional standard that they were provided at the commencement of the tenancy. This includes the professional cleaning of any carpets and blinds which have become soiled.

10.8 If the Tenants do not repair the damage they are responsible for, the Landlord can claim the reasonable cost of making good this damage or the Landlord may give the Tenants written notice asking them to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If the Tenants fail to do this within the period of notice given, the Landlord may then enter the property (after giving the Tenants at least 24 hours' notice in writing) and carry out the work. The Tenants will have to pay the Landlord for the reasonable cost of this work.

10.9 To pay reasonable costs for replacing locks if they fail to return any key (all keys must be returned in line with the original inventory as well as any additional keys that the Tenant has had cut during the tenancy) or other security device necessary for gaining entry to the property.

## **11. THE Landlord**

11.1 The Landlord reserves the right to transfer the ownership of the Property at any given time throughout the tenancy. The Tenant will be notified by the Landlord if and when the ownership of the Property is subject to change.

11.2 The Landlord reserves the right to sell the Property, or the Property as part of a larger portfolio of properties, to any potential investment or pension funds or other such entities at their discretion. When doing so, the Tenant will be notified of this occurrence and the Tenant will need to oblige to all reasonable requests made by the Landlord with regards to inspecting the Property, viewing the Property, and undertaking any works in the Property where applicable.

## **12. NOTICES**

12.1 Any notice to be served on the Landlord or the Tenant may be served by registered post, recorded delivery, first class post, email or hand delivery (obtaining proof of sending). If served on the Landlord, a notice should be served at the Landlord's addresses, and if served on the Tenant should be served at the Property or at the address of the Tenant mentioned in this agreement.

12.2 Service on solicitors: Any notice or document shall also be sufficiently served on a party if served on the party's solicitors if they have been in correspondence with the other side in relation to this Agreement or the Premises at any time within 3 months preceding the service of the notice or document.

## **13. THE DEPOSIT**

13.1 Sums that may be retained.

The following sums may be paid out of the Deposit to the Landlord in accordance with the Scheme:

13.2 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.

13.3 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, insured risks and repairs that are the responsibility of the Landlord.

13.4 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.

13.5 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.

## **14. SEVERANCE CLAUSE**

If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this Agreement shall not be affected.

## **15. JURISDICTION**

The Landlord and the Tenant agree that this Agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

#### **16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **17. FORWARDING ADDRESS**

The Tenant and where applicable, the guarantor agree to pass to the Landlord prior to vacating the Property at the end of the tenancy a forwarding address (for any deposit refund, further communication or use by a Local Authority or utilities supplier).

#### **18. NOTICE & DECLARATIONS**

In signing this Agreement and taking entry to the Premises, the Tenant:

##### **STATE OF REPAIR**

18.1 accepts the Property, its content and grounds are as detailed in the inventory and in habitable condition as at the commencement of this Agreement, subject to clause 1.5 of this Agreement.

##### **FULL DISCLOSURE**

18.2 confirms that they have made full and true disclosure of all information sought by the Landlord in connection with the granting of this tenancy and that they will inform the Landlord of any changes in their circumstances that occur during the period of the tenancy.

##### **FALSE STATEMENTS**

18.3 confirms that they have not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy.

##### **REPRESENTATIONS**

18.4 acknowledges that this Agreement has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the Landlord except any such statement or representation expressly set out in the Agreement.

##### **ENTIRE UNDERSTANDING**

18.5 accept that this Agreement embodies the entire understanding of the parties relating to the Property and to all matters dealt with by this Agreement, **not withstanding any pertaining addendums.**

**IN WITNESS WHEREOF** this Agreement typewritten on this and the preceding pages are executed as follows:

Signature of the Landlord or authorised Agent

.....

Signature(s) Of Tenant

(1) .....

(2) .....

THE SIGNING OF THIS AGREEMENT HAS BEEN WITNESSED BY:

In The Presence Of: .....  
(Signature of Witness)

Address of Witness: .....  
.....  
.....

Occupation: .....

As Witness the Hands of the Said Parties This Day ...../...../.....

These leases have been exchanged by the parties named herein on

...../...../..... .

## **Section A. Prescribed Information for Assured Shorthold Tenancies**

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the deposit on the Tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

### **The Dispute Service Limited**

West Wing, First Floor  
Maylands Building  
200 Maylands Avenue  
Hemel Hempstead  
Herts HP2 7TG

Phone 0300 037 1000  
Email [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com)  
Web [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the Landlord and the Tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).

### **(i) THE DEPOSIT**

The amount of the deposit paid is £

### **(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES**

**(iii) DETAILS OF THE Landlord(S)<sup>1</sup>**

**Name(s)**

**Address** C/O SDL Property Management, 17 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ

**E mail address** info@wiselivinghomes.co.uk

**Telephone number** 0345 3194070

**(iv) DETAILS OF THE AGENT**

**Name(s):** SDL Lettings Management Limited, trading as SDL Property Management

**Contact Address:** 17 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ.

**E mail address** info@wiselivinghomes.co.uk

**Telephone number** 0345 3194070

**(v) DETAILS OF THE Tenant(S)**

**Name**

**Address**

**E mail address**

**Mobile number**

**Fax number**

**Contact details for the Tenant(s) to be used at the end of the tenancy**

**Name**

**Address**

**E mail address**

**Mobile number**

**Fax number**

Please provide the details requested in **(iv) for each Tenant** (there is a continuation sheet for this purpose).

---

<sup>1</sup> The agent may insert their details here instead of the landlord's

**(v) DETAILS OF THE Tenant(S)**

**Name**

**Address**

**E mail address**

**Mobile number**

**Fax number**

**Contact details for the Tenant(s) to be used at the end of the tenancy**

**Name**

**Address**

**E mail address**

**Mobile number**

**Fax number**

**(v) DETAILS OF THE Tenant(S)**

**Name**

**Address**

**E mail address**

**Mobile number**

**Fax number**

**Contact details for the Tenant(s) to be used at the end of the tenancy**

**Name**

**Address**

**E mail address**

**Mobile number**

**Fax number**

**(vi) RELEVANT PERSON'S CONTACT DETAILS**

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the Tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

**(vii) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE Landlord**

The circumstances when all or part of the deposit may be retained by the Landlords by reference to the terms of the tenancy are set out in clause(s) \_\_\_\_\_ of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

**(viii) CONFIRMATION**

The Landlord certifies and confirms that:

- a) the information provided is accurate to the best of my/our knowledge and belief and
- b) I/we have given the Tenant 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.

**Signed by or on behalf of the Landlord** \_\_\_\_\_

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

**Signed by the Tenant(s)** \_\_\_\_\_

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the member and the Landlord. The Dispute Service Limited does not accept any liability for a member's or Landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

## **Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)**

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

**First line of address of the property to which the tenancy relates**

### **(ix) CONTACT DETAILS**

**Name**

**Address**

**E mail address**

**Mobile number**

**Fax number**

**Details of the Tenant(s) contact details to be used at the end of the tenancy**

*(This section only needs to be completed for a Tenant, **not** a relevant person)*

**Name**

**Address**

**E mail address**

**Tick if the same as shown above**

**Mobile number**

**Tick if the same as shown above**

**Fax number**

**Tick if the same as shown above**

**Please provide the details requested for each Tenant and each relevant person (i.e. anyone who has arranged to pay the deposit on the Tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.**