



Assured Shorthold Tenancy Agreement

FOR

35, Green Acre, Durham, DH1 1JA

Tenants:

Lead Tenant

Second Tenant

Particulars

TENANCY FOR LETTING PREMISES ON AN ASSURED SHORTHOLD TENANCY FURNISHED OR UNFURNISHED

IMPORTANT NOTE

This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended).

This document is important. It sets out the rights and responsibilities of tenants and landlords under the agreement and is legally binding once the agreement has been signed by the parties and dated. You are strongly advised to read it carefully before agreeing to it. Every attempt has been made to use plain language so that it will be easy to understand, however it is necessary to use some legal terms or references. It should be kept for the lifetime of the tenancy as you may need to refer to it in the future. If you do not understand anything contained in it, you should ask the landlord or the landlord's agent for an explanation before signing it. You might also consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre for independent advice. You should make sure that it contains everything that you wish to do and nothing unacceptable to you.

AGREEMENT is made the 25/11/2022
BETWEEN:

PARTIES

This is an Agreement for a fixed Term assured shorthold Tenancy made between:

The Landlord: The property company of 1, Example Street, Example City, AA1 1AA

&

The Tenant(s):

Name : Mr Lead Tenant
Email : first.tenant@email.com
Phone : 07405551900
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant
Email : second.tenant@email.com
Phone : 07474567888
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

Whereby It Is Agreed Between The Above Parties that The Landlord agrees to let, and the Tenant agrees to take, a tenancy of the Property for the Term and Rent and on the terms and conditions outlined in this Agreement including the Letting Provisions to which all Parties agree to be bound:

- i. all those premises ("the property") comprising one dwelling unit together with all means of access thereto save for any Exclusions as specified in Clause 8 of this Agreement and
- ii. the use of the garden and garage (if any) save for any Exclusions as specified in Clause 8

iii. the fixtures furniture and effects (“the contents”) as specified in the Inventory of Contents and Schedule of Condition (“the inventory”)

The Property

35, Green Acre, Durham, DH1 1JA, United Kingdom

The Term

Commencing from 5.00 pm on 01/07/2023 and expiring at 9.00 a.m. on 30/06/2024

The Rent

£ 10,428.56 for the Term of the Tenancy.

The Deposit

£ 0

Sample Contract

Sample Contract

Sample Contract

Definitions and Interpretation

The definitions and rules of interpretation in this clause apply in this Agreement: In this Agreement where the context so admits:

- a. The words importing the singular number include the plural number and vice versa;
- b. The words importing the masculine include the feminine and vice versa;
- c. Where there are two or more persons included in the expression "the Tenant", covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally.

The headings are for convenience only and shall not be used to construe this Agreement.

The Landlord

The person or persons for the time being who owns the interest in the Property which gives the right to possession of it when this Tenancy ends.

The Tenant

The person or persons who for the time being is entitled to occupy the Property under this Agreement.

The Lead Tenant

The person who acts on behalf of all Tenants in the case of a Joint Tenancy for:

- a. acceptance of all notifications in relation to the Property and this Agreement including but not limited to viewings, maintenance, Check-in and Check-out, inspections.
- b. notifications in relation Deposit refund.
- c. receiving the refund of the Deposit (less any deduction if any).

For the avoidance of doubt, the Lead Tenant for this Tenancy is Mr Lead Tenant and cannot be changed once the DPS has been notified by the Landlord or the Landlord's Agent.

The Guarantor

The person who undertakes to be jointly and severally liable with the Tenant to pay all rent and any debt arising from any breach or default of the Tenant obligations contained in this Tenancy Agreement until all debt is paid in full whether or not the Landlord elects to pursue the Tenant.

The Landlord's Agent

The Agent as shall be instructed by the Landlord and notified in writing to the Tenant, and who for the avoidance of doubt is authorized to carry out all management and/or lettings functions under this Agreement on behalf of the Landlord

The Property

Means the Premises which have been agreed to be let including any parts of the exterior forming part of the let (e.g. gardens, paths, fences, boundaries or outbuildings). Where the Premises is a Flat or forms only part of a property the letting includes the use of Common Parts.

For the avoidance of doubt The Property does not include any form of allocated or off street parking.

Common Parts

Means any part of a property which the Tenant is entitled under the Terms of this Agreement to use in common with the owners, occupiers or users of the property to include communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.

Charges

Means any charges imposed by the Landlord on the Tenant in accordance with the Terms of this Agreement

The Head Lease

The Lease (if any) under which the Landlord holds the Premises and this letting shall be subject to all exceptions and reservations contained therein.

The Contents

The Landlord's furniture, furnishings, fixtures, fittings, and effects including sanitary ware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the Inventory.

The Inventory

The Inventory of Contents and Schedule of Condition which refers to any document prepared by the Landlord, the Agent or an Independent Inventory Clerk and provided to the Tenant detailing the Landlord's fixtures and fittings, the decor and condition of the Property generally. The Inventory will be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy and any significant mistakes or misdescriptions notified at the time of Check in and a copy should be kept for future reference in order to avoid later disputes.

Check-in

The meeting that shall take place between the Tenant and the Landlord or the Independent Inventory Clerk at the commencement of the Tenancy at the Property where the Inventory will be checked, agreed and signed by both the Tenant and the Independent Inventory Clerk.

For the avoidance of doubt the check in appointment will take place on 01/07/2023 and the Lead Tenant will be notified by the Inventory Clerk of the meeting appointment time for this date via email.

Check-out

The meeting that shall take place at the Property between the Tenant and Landlord or the Independent Inventory Clerk at the termination of the Tenancy when the Inventory will be checked, agreed and signed by the Tenant.

Inventory Clerk

An independent person or Company appointed by the Landlord to prepare The Inventory of Contents and Schedule of Condition of the Property and to undertake a fair and unbiased Contents and Schedule of Condition of the Property at the commencement and Termination of the Tenancy.

Safety Induction

Information given to the Tenant at the Check-in regarding the location of the position of the stop taps (gas, electric and water), how to isolate these unaided in the event of an emergency and how the fire alarm and Emergency Lighting System (if fitted) and/or burglar alarm (where applicable) and/or Carbon Monoxide Detector and/or smoke alarms are operated

The Deposit

The sum paid by the Tenant to the Landlord in respect of any damage or disrepair occasioned to the Property (save for fair wear and tear) including in respect of any rent and claims for damages to the Contents or any other obligation contained in this Agreement which must be protected in accordance with the compulsory Tenancy Deposit Protection Scheme under the provisions of the Housing Act 2004.

Fair Wear and Tear

Loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or ageing.

Damage caused by the use of blue tac and or white tac and or any other means for sticking items to any walls or ceilings are not deemed as fair wear and tear.

Emergency

Where there is a risk to life or damage to the fabric of the Property or its fixtures and fittings.

The Term

The length of the letting agreed in this Agreement.

If the Landlord allows the Tenant to remain in the Property after the Term has expired without entering into a new fixed term assured shorthold tenancy agreement, the Tenancy shall continue as a contractual periodic tenancy on a monthly basis

The Tenancy

The full period of occupation of the Property by the Tenant for the stated Term and any extensions or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original stated Term.

Letting Provisions

The terms and obligations of the parties set out in this agreement under the heading, "Letting Provisions"

Tenants' Joint & Several Liability

Where the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. If one or more persons fail to comply with their obligations or pay their proportion of any sums due, the other occupants named as Tenant are obliged to pay the difference.

The Rent

The rent is 10,428.56 for the Term of the Tenancy . Unless otherwise stated all rental payments should be made on the dates shown in the rental schedule below by Standing Order to the bank account listed below:

Account Name: BHL Holdings

Bank Sort Code: 3 0 - 6 2 - 9 6

Account Number: 1 4 5 6 3 4 6 3

Payment Reference: 35, Green Acre, Durham, DH1 1JA, United Kingdom

The Tenant is responsible for ensuring the standing order mandate is correctly set up by his bank and that there are sufficient funds in the Tenant's bank account when the Rent falls due to ensure each payment is honoured. The Tenant is responsible for ensuring the standing order is correctly cancelled with their bank at the expiration of the Tenancy.

Where the Tenant consists of more than one person The Tenant is required to make the rental payments via a single standing order mandate payment.

For guidance purposes only the rental payment schedule is shown below:

Charge date	Total
01/07/23	1,877.14
01/10/23	3,337.14
01/01/24	3,337.14
01/05/24	1,877.14
Total	10,428.56

All amounts are in GBP (£)

Sample Contract

Sample Contract

1 TENANT OBLIGATIONS

The Tenant agrees with the Landlord as follows:

1.1 Pay Rent

i. Pay the rent and any other sums due to the Landlord whether demanded or not on time and in the manner specified in this Agreement. The rent must be paid in full without any deductions or set-off except for any reasonable deduction where the Landlord is in genuine breach of his repairing or other obligations under this Agreement and where the Landlord or the Landlord's Agent have given prior written consent that a specified reasonable deduction or set-off may be made.

1.2 Pay Interest

The Landlord reserves the right to charge interest on any unauthorized amounts of Rent or Charges due and in arrears at the rate of 3% above the Bank of England annual base rate calculated on a day to day basis from the date that the same shall become due until payment in full is made and recover the interest as though it were rent.

1.3 Guarantor Agreement

If the Tenant is required to provide The Landlord with a Guarantor, the Guarantor must be deemed suitable by The Landlord and the Guarantor is required to have signed a separate Guarantor Agreement prior to signing this Tenancy Agreement. Where the Tenant consists of more than one person, each Tenant must provide a Guarantor. Where a Tenant is unable to provide a Guarantor, the Tenant must pay The Rent for the Term of The Tenancy as one payment no less than 30 days prior to the commencement of The Tenancy. Where applicable this Clause supersedes Clause 1.1 above.

1.4 Outgoings

i. To pay any and all council tax and water rates, sewerage charges and any other taxes or impositions which replace them and any other rates, taxes, duties, assessments and outgoings in respect of the Property and to indemnify the Landlord against any claims, costs or payment demanded made or incurred during the Tenancy by reason of the Tenant ceasing to be resident in the Property.

ii. The Tenant is responsible for applying for all exemption / discounts that may be applicable to the Tenant during the Tenancy to include council tax exemption and the Landlord is not liable for any costs which may be incurred for failure to do so

iii. To pay the cost of all services to the Property, including all electricity and gas used or supplied to the Property during the Tenancy (together with any standing charges levied by the appropriate suppliers) and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Property during the Tenancy and to ensure that all supplies have been transferred into the Tenant's name. If the water is metered it is the Tenant's responsibility to arrange for this meter to be read.

iv. Not to do anything to cause the disconnection of any service to the Property and where any service has been disconnected as a result of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.

v. At the expiration of the Tenancy the Tenant shall provide copies of the most recent tax and utility bills, including but not limited to, gas, electricity, council tax, water and sewerage charges, to the Landlord.

vi. To pay the cost of the terrestrial television licence for the use of any television in the Property.

1.5 Prohibit New Installation or Disconnection

Not to permit or arrange for a meter to be installed at the Property or for the disconnection or termination of any utility or telephone service without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted, such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. Where the Tenant allows, either by default or payment or specific instruction without prior consent, the utility or other services to be cut off, whether during or at the end of the Tenancy, the Tenant is to pay or be liable to pay, the costs associated with reconnecting or resuming those services.

1.6 Care for Property

Not to cause or allow to be caused any damage or loss to the Property and Contents, fair wear and tear excepted, and use the Property and Contents in a proper and tenant-like manner including where applicable but not restricted to, changing, replacing or renewing at his own cost all light bulbs, fuses, plugs, batteries, vacuum cleaner bags and filters, extractor fan filters, dishwasher and water softener salt.

1.7 Cleaning

i. To clean or where appropriate wash the Property and Contents as often as may be necessary and undertake a full deep clean to the Property to include all appliances at least every three months.

ii. To defrost any fridges and freezers within the Property every three months

iii. The Landlord undertakes inspections and the Tenant agrees to deep clean the Property in readiness for the inspection. Should any cleaning or other action be required the Tenant will be given 48 hours to carry this out prior to a re-inspection.

1.8 Replace Broken Glass

To Promptly replace any broken glass howsoever caused with glass of the same type and quality, make good any decorations damaged and to pay for any costs for boarding up (which must be carried out promptly) the window or aperture concerned pending replacement of the glass. All works must be carried out by a recognised glazing firm.

1.9 Mains Fire Alarm, Smoke Detectors and Carbon Monoxide Detector

i. Mains Fire Alarm (where available):

a. Not to allow any occupier or invite of the Tenant to disabled or tampered with or disassembled the fire alarm panel or any smoke detector or any emergency lighting.

b. Keep a watching brief of the fire alarm panel. If the house is an HMO the Tenant must keep a monthly log book of all checks and make the log book available for inspection at any reasonable time.

c. To promptly report any defect to the Landlord or Landlords Agent

ii. Ensure that all smoke detectors:

- a. Are not covered and kept free from obstruction, are tested weekly and where applicable batteries are replaced as necessary to ensure they are fully operational at all times.
- b. If a contractor is required to attend the Property for this purpose the costs thereby incurred will be payable by the Tenant. In the event that the smoke detector is not working after fitting new batteries, to promptly report the defect to the Landlord or Landlord's Agent.

iii. Ensure that the carbon monoxide detector (where available):

- a. Is not removed from the position within close proximity of the boiler as installed by the Gas Safe engineer, and
- b. Is tested weekly and batteries are replaced as necessary to ensure it is fully operational at all times and that in the event the carbon monoxide detector is not working after fitting new batteries to promptly report the defect to the Landlord or Landlord's Agent.

1.10 Good Repair

- i. Keep the Interior and Contents of the Property including all electrical, gas and other appliances equipment and apparatus (except as provided in Clause 2 of this Agreement) in good repair and condition, fair wear and tear excepted, and take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- ii. To operate all items supplied by the Landlord (including but not limited to all the white goods, central heating system including the programmer, and any fire alarm or emergency lighting system) in accordance with the manufacturer's instructions and/or as notified by the Landlord and to notify the Landlord immediately if the relevant instructions for any item has not been provided

1.11 Preserve Interior Condition

- i. Preserve the interior decoration and Contents of the Property in good order and in a clean condition as at the commencement of the Tenancy, fair wear and tear due to reasonable and normal use and damage by accidental fire and other insured risks excepted unless as a result of misuse or negligence on the part of the Tenant or any invitee of the Tenant.
- ii. To use all items supplied by the Landlord (including but not limited to all the white goods, central heating system including the programmer, and any fire alarm or emergency lighting system) in a tenant-like manner and in full compliance with the manufacturer's instructions and to make good all damage (damage by fair wear and tear excepted), to include replacing where necessary with similar items of equal value.
- iii. On no account to use any open fires within the Property
- iv. Not to burn any candles or naked flames in the Premises at any time;
- v. Upon receipt of written notification from either the Landlord or the Landlords Agent to take all any necessary steps to remedy any works of repair, cleaning, restoration,

or replacement which is the obligation of the Tenant to be undertaken and within a reasonable time agreed between the Tenant and the Landlord or the Landlord's Agent.

vi. Not to alter the use or configurations of any room in the Property or remove any of the Contents from the Property.

1.12 Preserve Exterior Condition

Not to enter onto or place any item on any roof or in any attic space or external window, sill or gutter in the Premises or Property;

1.13 Lighting

To immediately replace all light bulbs / strip lights / outside lights in the Property that may cease to work during the Term of the Tenancy and to ensure all light bulbs are in working order at the end of the Tenancy. The Landlord does not provide any ladders or such like to assist the Tenant in changing bulbs.

1.14 Clean Windows

Clean or have cleaned internal and or external (where reasonably accessible to do so) windows as necessary during the term of the Tenancy and ensure they are in the same clean state at the end of the Tenancy as they were at the beginning.

1.15 Prevent Obstructions

At all times take all reasonable precautions not to cause blockage to sink, bath, shower, lavatory, cistern, drain or pipes in or about the Property and where reasonable keep gutters gullies and downpipes free of debris and as provided at the commencement of the Tenancy in accordance with Clause 2.1 below. Where such blockage is caused as a result of misuse or negligence of the Tenant or any invitee of the Tenant, the Tenant shall pay or be liable to pay the reasonable costs associated with the clearance of the obstruction including loss arising from a claim in respect of the Tenant's breach of obligations under this clause.

1.16 Protect from Freezing

i. At all times take all reasonable precautions to protect the Property against freezing and bursting of pipes provided the pipes and other installations are kept adequately insulated by the Landlord and to protect the Landlord from loss arising from any claim in respect of all damage caused as a result of the Tenant being in breach of this clause.

ii. At all times to ensure that the internal temperature of the Property does not fall below 15 degrees.

1.17 Keep Ventilated

i. Keep the Property adequately ventilated and make good use of extractor fans where provided so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the Property and its fixtures fittings and contents.

ii. Not to switch off any humidistat fans where provided.

iii. Not to block or cover any window trickle vents, ventilation grilles or any other type of ventilation system provided

1.18 Prevent Infestation

- i. Not to keep any refuse on the Property and or not to keep the bin storage area so as to cause an unacceptable level of poor hygiene and or an outbreak of any infestations of pests or disease to either the Property or neighbouring property.
- ii. Should there be an infestation within the Property or neighbouring property the Tenant is responsible for having this treated immediately via a reputable Pest Control Company. Once treated and should the Pest Control Company find that the infestation occurred prior to the start date of your Tenancy the fee for the Pest Control Service will be refunded to the Tenant.

1.19 Refuse

- i. To fully comply with the Bristol City Council Refuse Collection scheme in operation from time to time.
- ii. Not to leave any refuse outdoors except on the day of collection and then only in a properly closed receptacle and to ensure that the refuse is collected and disposed of and not to use plastic bags or any other unauthorized storage media and to remove all items left on the street paths or other area if refuse is not collected on the day of collection.
- iii. Where complaints about refuse are received, the Landlord or Landlord's Agent will notify the Tenant to advise them about the complaint. The Tenant will be given until 1 p.m. the following day to clear and tidy the area, removing any refuse to the correct licensed tip. Should the Tenant fail to remove the refuse the Landlord may arrange for a contractor to attend and remove the items for which a charge will be levied.
- iv. At the expiration of the Tenancy to ensure that any refuse receptacles provided by Bristol City Council or other appointed contractors are left empty and washed out and that the refuse is removed of and disposed of to the correct licensed tip or registered transfer station.

1.20 Gardens

Where applicable and provided to:

- i. Keep any gardens and grounds including any pond, terrace or patio included in the Property in a neat unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns trees and shrubs in a proper manner as seasonally required but not cut down or remove any trees shrubs or plants (other than annual plants) or otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord or the Landlord's Agent.
- ii. Only to use any garden/patios between the hours of 9 a.m. and 9 p.m. and not to cause or allow the Tenant or any invitee of the Tenant to cause noise, nuisance, disturbance or annoyance to neighbours within the vicinity.

1.21 Parking

Where applicable and provided

- i. To keep car parking spaces clean and clear of leaves and debris, moss and other growths
- ii. To use car parking spaces for the purpose of private parking of motor vehicles

registered to the Tenant only.

iii. Not to use or allow car parking spaces for the parking of any un-roadworthy, untaxed or uninsured vehicle whether registered to the Tenant or not.

iv. The Landlord reserves the right to suspend this facility if the area is required during the day to day maintenance of the Property provided the Landlord has notified Tenant in advance. Notification by the Landlord may be either by Post or hand delivered or by Email or by Text.

v. The Landlord or Landlords Agent may use the parking spaces provided whilst at the Property when undertaking the day to day management or any other activity under this Agreement or Operative law.

vi. If the Property falls within a controlled parking zone the Tenant agrees to provide the Landlord with visitor parking permits on request for which the Landlord agrees to reimburse the Tenant with any agreed associated costs.

1.22 Not to Alter Property

Not pull down, alter or add to or in any way interfere with the construction or arrangement of the Property. Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Property without the previous consent in writing of the Landlord or the Landlord's Agent. In the case of any breach of this clause, the Tenant shall be responsible for the cost of reinstatement or redecoration at the expiration or sooner termination of the Tenancy.

1.23 Not to Remove Contents

Not to remove or allow the removal from the Property save for the purpose of cleaning or repair, of any of the Contents of the Property nor store the same in any loft, basement garage or outbuilding without the prior written consent of the Landlord or the Landlord's Agent which if granted will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement.

1.24 Not Affix Items to Walls / Ceilings / Floors

i. Not to hang pictures, other than by the existing picture hooks or fastenings referred to in the Inventory; nor affix anything by use of sellotape or blu-tac or any other adhesive material; nor cut into or make any holes or pierce nail pin screw peg or bolt into the wall, ceilings, floors or Contents of the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted, such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

ii. Not to install, connect or otherwise attach to or run through the Property any cable

1.25 Bikes

Not to or permit his invited guests or visitors to keep or store any bikes in the hallways or stairwells or bedroom or lounge or any other part of the Property or Communal Parts or attach to any garden railings (excluding designated bike storage areas).

1.26 Not to Post Signs

Not to exhibit, affix or display or allow to be exhibited affixed or displayed any notice

board or notice visible from outside the Property advertising any profession, trade or business or any goods or services without the prior written consent of the Landlord or the Landlord's Agent. Where granted, such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.27 Not to Affix or Erect Aerial or Satellite Dish

i. Where not already provided or available at the Property, not to affix or erect outside the Property any television or radio aerial or satellite dish or install any cable television or cable telephone without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted, such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

ii. The Landlord does not maintain a television aerial or internet/cable connection at the property

1.28 Not to Keep Pets

The Tenant agrees neither to keep any pets, animals, birds or reptiles or rodents in or on the Property nor to allow his invited guests or visitors to do so.

1.29 Smoking Prohibition

Not to smoke or allow any occupier or invitee to smoke any cigarettes cigars pipes vaping or other form of tobacco or other substance either within or immediately outside of the Property without the prior written consent of the Landlord or the Landlord's Agent which. Where granted, such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. In the event of any breach of this clause then the Tenant shall pay such costs to the Landlord for making good any resultant staining discolouration, burn marks or odour caused to the property and or the Landlord's Contents.

1.30 Changing Locks

i. Not to alter, change or install any locks, hasps and staples on any doors or windows in or about the Property or have any additional remote control devices made.

ii. Where any keys the Tenant is responsible for are either lost or stolen, the Tenant shall be liable for the cost of having the relevant lock/s changed for the Property, one set of the new keys must immediately be made available to the Landlord and or the Landlord's Agent and at the end of the Tenancy the Tenant must provide the same number of sets of keys for the new locks as were provided by the Landlord at the commencement of the Tenancy.

iii. Relevant lock changes must be carried out by an MLA (Master Locksmith Association) Approved Company and the Tenant will be responsible for facilitating the lock/s changes and immediately making keys available to all users.

iv. In the case of flats, if a common door lock is changed in a Common Part, one set of the new keys must immediately be made available to all owners, occupiers or users of the common door lock.

1.31 Security Door Locks

Where any security keys exist at the property, the Tenant is responsible for either lost or stolen keys the Tenant must have the relevant lock/s changed for the Property via the Landlord's authorized contractor with compatible locks to match with the Landlord's lock code.

For the avoidance of doubt, the Landlord's authorized contractor for this Tenancy is Cannon Locksmith, 11 Goslet Road, Stockwood, Bristol, BS14 8SP Telephone: 07966 560033 or such other MLA Approved Company as shall be instructed by the Landlord and notified in writing to the Tenant.

1.32 Use of Burglar Alarm

i. Take every precaution to ensure the correct use of the burglar alarm system if provided to the Property and pay any call out charge or costs for the repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant or any invitee of the Tenant.

ii. Not to change any burglar alarm code without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Where such consent is granted the Tenant will promptly provide the Landlord or the Landlord's Agent with the details of the new code.

1.33 Secure Property

i. Not to leave the Property unattended or unoccupied for any period whatsoever without locking and securing all deadlocks and other locks and bolts fitted to the doors and windows permitting access to the Property and ensuring the burglar alarm (if any) is activated.

ii. To only enter or exit the Property via the recognised door/s (emergency situations excepted)

1.34 Notify & Action if Unoccupied

Not to leave the Property vacant unattended or unoccupied for a period of more than 28 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Agent of the intention to do so.

Following periods of absence or non-use, flush through the water systems, eg taps, showers etc, to reduce the risk from exposure to legionella bacteria. See Clause 7.8.

1.35 Uninsured Losses and Excess

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 undertakes to repay or arrange for adequate insurance to cover the repayment to the Landlord all sums not payable by the Landlord's Insurers, or any excess sum payable under the Landlord's insurance policy, in respect of any damage or loss to the Property or the contents arising as a result of accidental damage misuse or negligence by the Tenant or any invitee of the Tenant, or of any default or breach of any of the Terms of this Agreement. This is in addition to any optional cover arranged for the Tenant's own belongings as outlined in clause 1.37 below.

1.36 Landlord's Insurance

Not to do or permit to be done any act or thing which may render void or invalidate

any policy of insurance on the Property or the Building nor which may cause an increased premium to be payable. In such event the Tenant will pay or be liable to repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord rendered necessary by a breach of this clause.

1.37 Tenant's Personal Possessions

For the avoidance of doubt, there is no cover provided by any insurance policy maintained by the Landlord for any personal possessions introduced into the Property by the Tenant. The Tenant is hereby informed that they may, if desired, but are not obliged to do so under the terms of this Tenancy Agreement, arrange insurance cover for such items and or the cost of replacement door locks and keys where any keys the Tenant is responsible for are either lost or stolen. In any event the Tenant shall be personally liable for any loss or damage occasioned to the Property or Contents by the introduction and use of such personal items by the Tenant.

1.38 Permit Access

i. Routine access

Provided the Landlord (or any person acting on behalf of the Landlord) has given the Tenant at least 24 hours' prior notice by either verbally or Post or hand delivered Letter or by Email or by Text the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day for the following purposes:

a. to inspect its condition and state of repair;

b. to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Property.

c. to carry out routine or planned works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law. Routine or planned works, repairs, maintenance excludes Tenant requested maintenance.

ii. Access for the purposes of selling or re-letting the property

Provided the Landlord (or any person acting on behalf of the Landlord) has given the Tenant notice either verbally or post or hand delivered letter or by email or by text by no later than 7pm the day before, the Tenant agrees to give the Landlord (or any person acting on behalf of the Landlord) access to the Property the following day.

iii. Access for the purposes of Tenant requested Maintenance

Where the Tenant has requested the Landlord to carry out any works, repairs, maintenance to the property, the Tenant deems that the act of requesting maintenance as sufficient notice to give Landlord (or any person acting on behalf of the Landlord) immediate access to the Property without providing 24 Hours' notice.

iv. Notice of Permitted Access

Where the Tenant comprises of more than one person, providing the Landlord (or any person acting on behalf of the Landlord) has advised one of the named tenants it will be deemed that notice of access has been served on all tenants.

v. Emergency access

The Tenant must give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency on the Property.

1.39 Take Remedial Action

In an emergency to take appropriate reasonable minimum remedial action to prevent

further damage to the Property. Where the Tenant may have doubt as to the seriousness of any report, they are to treat the matter as an emergency and during office hours contact the Landlord or Landlord's Agent or out of these hours contact the emergency number supplied.

1.40 Give Notice of Defects

Notify the Landlord or the Landlord's Agent immediately upon becoming aware of:

- i. Any damage, defect or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant
- ii. Any burglary or attempted burglary upon the Property and the Tenant shall be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.
- iii. Where the Contents becomes, defective or breaks down and there is a current warranty or service contract in place the Tenant will be responsible for facilitating the repair with the warranty Company or service contract provider. This agreement authorizes the Tenant to act as the agent on behalf of the Landlord and to deal with and make any necessary appointments and negotiations as necessary to procure a speedy and effective remedy for any defects in so far as the defect is covered under the warranty but not to incur any further liability on behalf of the Landlord.
- iv. In the event the Tenant reports a defect which results in the calling out of a contractor and no fault is discovered or is directly attributable to an act or neglect of the Tenant, or any invitee of the Tenant the Tenant shall pay and be responsible for the contractor's account and this account is to be settled in full in 30 days from the date of demand.
- v. In the event the Tenant callings out of a contractor without permission from the Landlord or Landlord's Agent, the Tenant shall pay and be responsible for the contractor's account unless acting reasonably to effect emergency repairs that are causing a danger to the fabric of the Property or the Tenant and for which the Landlord is liable.

1.41 Forward Correspondence

Pass to the Landlord or the Landlord's Agent, as outlined in clause 6.2 of this Agreement, without undue delay and as soon as is reasonably practicable following receipt, any notice or other communication left on or delivered or posted to the Property with the exception of obvious circulars or marketing material. The Tenant may be liable for penalties imposed on the Landlord arising from failure to reasonably comply with this requirement.

1.42 Leasehold (Head Lease) or Freehold Covenants and Restrictions

Where applicable and supplied

- i. The Tenant agrees to observe and not breach or contravene any terms in the Head Lease or Deed under which the Landlord holds the Property, which outline any agreements or restrictions which may bind the landlord (and his tenant) in the use or occupation of the property.
- ii. The Tenant will comply with all and any new regulations relating to the building which may be introduced from time to time and which are notified to the Tenant in writing, and protect the Landlord from loss arising from any claim in respect of any

breach or non-observance of same.

1.43 Communal Parts

Not to or permit his invited guests or visitors, where applicable, to obstruct any common passageways hallways and staircases nor keep or store or place any item or package or bicycle or pushchair in any communal area of the Property. Nor hang or permit to be hung or exposed any clothes or other articles in any communal area or shared garden or out of a window or upon the exterior of the Property except where expressly permitted by the Landlord or the Landlord's Agent. Where applicable to keep any common passageways hallways and staircases clean and free of post of flyers. The Tenant shall pay or be liable to pay the reasonable costs associated with the removal and storage of the obstruction arising from a claim in respect of the Tenant's breach of obligations under this clause.

1.44 Not to Assign or Sublet

i. Not to assign this Agreement without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed.

ii. Not to mortgage or charge the benefit of this Agreement nor take in or receive paying guests or lodgers.

iii. Not to sub-let, part with or share possession or occupation of the Property or any part of the Property with any person not named as Tenant in this Agreement without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted, the Landlord may impose reasonable conditions of consent and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent.

1.45 Not to Cause Nuisance

Where applicable, to use best endeavours to share use of the Property amicably and peaceably and not to

i. use the Property or allow others to use the Property in a way which may cause damage or a disturbance nuisance annoyance or inconvenience to neighbouring, adjoining or adjacent properties or to the owners or occupiers of them.

ii. undertake activities or use the Property in a manner that will cause the Landlord to be approached by neighbours, management companies, the local authority, etc. seeking remedial action against the Tenant. Should this occur and the Tenant be found to be at fault by the local authority or other relevant body the Landlord may recover such reasonable costs as it incurs in dealing with this breach of the terms of this agreement

1.46 Music and Noise

Not play any musical instrument music player radio or television or any other device capable of producing or amplifying sound to cause or permit any undue loud noise to take place in the Property so as to cause disturbance annoyance or inconvenience to the occupiers or owners of any neighbouring adjoining or adjacent Property or so as to be audible outside the Property between the hours of 9.00 pm to 7.30 am.

1.47 Permitted Use

To use the Property for no other purpose than that of a strictly private residence for the occupation of the Tenant only

- i. Not to carry on at the Property or allow the Property to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Property and
- ii. Not hold or allow to be held any large meeting or gathering upon the Property or any sale by auction thereon and
- iii. Not use or permit the Property or any part thereof to be used for any illegal or immoral purposes and
- iv. Not to register a business or company at the address

1.48 Combustible Matter

Not to take into or keep at the Property any combustible, offensive or dangerous fluids, fuels or materials or any gas, paraffin or other liquid fuel unless required for normal household use and to fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority.

1.49 Own Gas Appliances

Immediately notify the Landlord or the Landlord's Agent if any gas appliance is brought into the Property by the Tenant and ensure that it is properly connected to the appropriate pipework by a suitably qualified Gas Safe registered engineer and is safe to use and only to use these items in accordance with the manufacturer's instructions and to indemnify the Landlord against any loss through their misuse. The Tenant will immediately stop using and remove any such gas appliance which is unsafe or dangerous to either the occupants or the Property.

1.50 Own Electrical Appliances

Not to bring or allow to be brought into the Property any electrical items that are not fully compliant with all current regulations and only to use these items in accordance with the manufacturer's instructions and to indemnify the Landlord against any loss through their misuse. The Tenant will immediately stop using and remove any such electrical appliance which is unsafe or dangerous to either the occupants or the Property.

1.51 Prohibited Substances

Not to use or consume or permit the keeping of such substances at the property at anytime any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted.

1.52 Start of and during the Tenancy

The Tenant agrees:

- i. On the commencement date of the Tenancy the Tenant will attend the Check-in Inspection with the Inventory Clerk at the property to agree and sign the Inventory. If the Tenant shall not keep the appointment made upon reasonable notice by the Inventory Clerk the Tenant agrees that the Inventory prepared by the Inventory Clerk shall be deemed to be a correct and a true record of the Inventory of Contents and Schedule of Condition of the Property.
- ii. To locate the position of the water stop tap and gas shut off valve and electrical consumer unit and note their location for future reference by the Tenant, invited guests or visitors that may enter the Property.

iii. To notify the Landlord immediately upon taking possession should they not understand how the water stop tap and gas shut off valve and electrical consumer unit work and how to isolate these unaided in the event of an emergency.

iv. To notify the Landlord immediately upon taking possession should they not be able to locate and ensure they are fully compliant with how the fire alarm and or burglar alarm (as applicable) is operated and to be able to silence and reset these unaided.

1.53 End of Tenancy

At the expiration or sooner termination of the Tenancy:

i. On the Termination day of the Tenancy, the Tenant will attend the Check-out Inspection with the Inventory Clerk at the property. If the Tenant shall not keep the appointment made upon reasonable notice by the Inventory Clerk the Tenant agrees that the report prepared by the Inventory Clerk shall be deemed to be a correct and a true record of the Contents and Schedule of Condition of the Property.

ii. Deliver up to the Landlord's possession of the Property and its Contents, furniture, fixtures and fittings in a sound and clean condition as at the beginning of the Tenancy (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory.

iii. To return all keys on or before the last day of the Tenancy otherwise the Landlord will be entitled, without further notice to the Tenant, to replace keys or change locks and charge the cost of doing so to the Tenant.

iv. Make good and/or pay for the repair of or replace with articles of similar kind and equal value or pay compensation for all such items of the Contents as shall be broken lost damaged or destroyed accidentally or willfully during the Tenancy.

v. Clean to a good professional standard or arrange and pay for a professional cleaning of the Property and all the Contents including the washing or dry cleaning (including ironing and pressing) of all bedding, linen, towels, carpets, curtains, upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the Tenancy or contribute a fair proportion towards the cost of the final cleaning thereof. Upon request provide receipts to the Landlord or the Landlord's Agent to demonstrate compliance with this clause.

vi. To defrost and fully clean any fridge or freezer in the Property, ensuring that every precaution is taken to avoid water leaking onto the floor.

vii. Notify all utility and council tax authorities of the date of termination of the Tenancy and pay all outstanding accounts with the service providers up to and including the day of termination and not allow such services to be cut off or disconnected. In the event that the Tenant allows, either by default of payment or specific instruction, the disconnection of services, he will be liable to pay the costs associated with reconnecting or resuming those services.

viii. Arrange for the return to the hire company prior to the inventory check-out inspection of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Property.

ix. Remove all personal possessions and any rubbish from the Property prior to the inventory check-out inspection. The Tenant agrees that any items left in the Property

after the Check-out inspection may be removed and disposed of without further notice. If applicable, the Tenant will be responsible for meeting all reasonable removal and disposal charges for items left in the Property which may be deducted from the Deposit.

x. Provide the Landlord or the Landlord's Agent with a forwarding address where the Tenant may be contacted after the Tenant has vacated the Property and permit the Landlord or the Landlord's Agent to give the forwarding address to the suppliers of gas, electricity, fuel, water, telephone services, environmental services or other similar services incurred at the Property for which the Tenant is liable and Council Tax authority.

xi. Provide the Landlord or the Landlord's Agent with receipted evidence that all accounts for the services outlined in the rent clause and Council Tax have been fully paid up to and including the last day of the Tenancy and permit the Landlord or the Landlord's Agent to retain a reasonable portion of the Tenant's security Deposit as outlined in Clause 5 until such evidence has been provided.

1.54 Health and Safety

i. Not to store or permit or allow to be stored or keep in or upon the Property any gas, oil or paraffin heater or store any other fuel burning appliance or any combustible fuel of any kind.

ii. Not to tamper, interfere with or alter the gas or electrical meters, installations or appliances either in or serving the Property.

iii. Not to leave electrical appliances on "stand by" or irons, hair-dryers, hair straighteners, curling tongues, etc. switched on and unattended in the Property.

iv. Not to allow loose wires or cables to trail across rooms, doorways or stairs in the Property or Common Parts.

v. Not to wedge open any fire doors or to interfere with any self-closing mechanisms or interfere with or misuse any fire protection equipment in the Property or Common Parts.

vi. Where applicable in conjunction with the other proprietors/occupiers of other dwellings in the Property, to sweep, clean and clear the Common Parts every calendar month, or pay the share of costs attributable to the Property for this cleaning.

1.55 Breach of Tenancy

i. The Tenant shall pay on the indemnity basis to the Landlord, the Landlord's legal costs and expenses (including VAT) properly incurred by the Landlord or the Landlord's Agent or professional advisers in the enforcement or remedy of any breach of the Tenant's obligations under this Agreement, whether or not the same shall result in court proceedings.

ii. The Tenant shall pay the cost of any bank or other reasonable charges incurred by the Landlord or the Landlord's Agent if any standing order payment or cheque submitted by the Tenant is withdrawn or dishonoured by the Tenant's bank.

iii. The Tenant shall pay the cost of any bank or other reasonable charges incurred by

the Landlord or the Landlords Agent if a standing order payment is made after the Termination of the Tenancy and a refund is to be made to the Tenant.

iv. The Tenant shall pay any reasonable costs of redecoration or replacement required as a result of unauthorised activities carried out by the Tenant under this Agreement.

1.56 Termination of the Tenancy

The Tenant may terminate the Tenancy before the expiry of the Term. To end the Tenancy the Tenant shall give the Landlord at least two months' notice in writing. The notice must end on the day before the Rent is due.

2 LANDLORD OBLIGATIONS

The Landlord agrees with the Tenant that the Landlord will:

2.1 Deliver Up Property

At the commencement of the Tenancy deliver:

- a. The Property and Contents in a tidy condition and clean to a professional standard;
- b. All gutters, wastes, drains and down pipes clear and free of debris;
- c. All appliances, smoke and carbon monoxide detectors in proper working order

2.2 Allow Quiet Enjoyment

Permit the Tenant to quietly possess and enjoy the Property during the Tenancy without any unreasonable or unlawful interruption provided that the Tenant under the terms of this Agreement is paying the rent and complying with the Tenant obligations.

2.3 Pay Outgoings

Pay all taxes, insurance, service charge assessments, impositions and other outgoings in respect of the Property other than those described in this Agreement as being payable by the Tenant.

2.4 Maintain Property

Carry out those repairs to the Property the liability for which is imposed upon the Landlord by Section 11 the Landlord & Tenant Act 1985 as amended by Section 116 of the Housing Act 1988. This liability obliges the Landlord to repair the structure of the Property and exterior (including drains gutters and pipes) and certain installations for the supply of heating, water, electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or water heating but not other fixtures fittings and appliances for making use of the supply of water and electricity).

This obligation arises only after notice has been given to the Landlord by the Tenant

2.5 Maintain Appliances

Put and keep in repair and proper working order the central heating system electrical appliances and other equipment provided by the Landlord for the use of the Tenant provided that the Tenant shall be responsible for the cost of such repair or replacement if it is necessary as a result of damage sustained through misuse or negligence by the Tenant or any invitee of the Tenant.

2.6 Burglar Alarm

Maintain in proper working order the burglar alarm system (if any) provided to the

Property save that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant or any invitee of the Tenant shall be payable by the Tenant.

2.7 **Head Lease**

Where applicable and save where the same are the responsibility of the Tenant by virtue of this Agreement the Landlord will observe perform and carry out at his own cost such repairs and decorations as may be required by virtue of the provisions of the Head Lease under which the Landlord holds the Property.

2.8 **Common Parts**

Where applicable and unless prevented by any cause not under the direct control of the Landlord to use his reasonable endeavours to ensure any common parts entrance hall staircase passageway and lift are clean and properly lit and that any other maintenance and repairs affecting the Property which are the responsibility of any Superior Landlord or Freeholder under the terms of any Head Lease are carried out as quickly as practicable with the minimum of disruption and inconvenience to the Tenant.

2.9 **Insurance**

To keep the Premises insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive buildings insurance policy (the Landlord's insurance does not cover the personal possessions of the Tenant and the Tenant is advised to insure his own possessions with a reputable insurer).

To make good any damage caused by an insured risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

The Landlord will not be in breach of the provisions of this clause if the policy is made void by any act or omission or default of the Tenant or any invitee of the Tenant.

2.10 **Habitation**

If the Property or part of the Property is destroyed or damaged by any insured risk so as to be unfit for occupation or use, and provided such damage is not as a result of any fault or negligence on the part of the Tenant or any invitee of the Tenant which would as a consequence make the Landlord's insurance invalid:

The rent or a fair proportion according to the nature and extent of the damage sustained shall be suspended and cease to be payable until such time as the Property shall again be rendered fit for occupation and use, or

In the event that the extent of the damage is such that the Property is unfit for occupation or use for a period in excess of two month either party may give written notice to terminate the Tenancy immediately and any rent, or a fair proportion according to the nature and extent of the damage sustained, paid for a period after the date of the termination shall be paid to the Tenant by the Landlord,

Provided always that it is understood that the Landlord shall not in addition be liable to pay any compensation to the Tenant.

2.11 **Title and Consents**

The Landlord warrants that he is the sole owner of the leasehold or freehold interest in the Property and that all consents necessary to enable him to enter into this

Agreement have been obtained.

2.12 Safety Regulations

The Landlord warrants that

Where applicable all upholstered furniture soft furnishings beds mattresses pillows and cushions supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

All gas appliances within the Property comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with The Gas Safety (Installation and Use) Regulations 1998. A copy of the Gas Safety Check Record will be provided to the Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during the Tenancy.

All mechanical and electrical equipment in the Property are in good repair and working order and that all electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 2020 that the Landlord will at his own expense maintain the same in such condition during the term of the Tenancy (except in the case of misuse by the Tenant or any invitee of the Tenant).

2.13 Smoke Detectors and Carbon Monoxide Detectors

Provide a smoke alarm on every story (floor) of the Property on which there is a room used wholly or partly as living accommodation; and a carbon monoxide detector/alarm in any room used wholly or partly as living accommodation which contains a solid fuel burning combustion appliance, and ensure that all such alarms and detectors are in working order on the first day of the Tenancy. See the Tenant Obligations under Clause 1.

3 FORFEITURE

3.1 Provision for Re-Entry

In the event of any of the circumstances stated in (i) – (ii) below, the Landlord may seek a court order to bring the Tenancy to an end. Upon the grant of a possession order the Tenancy shall be terminated and the Landlord may re- enter and recover possession of the Property and Contents. Such action will not restrict or limit any other rights or remedies of action the Landlord may have under this Agreement.

i. The Rent is unpaid 14 days after becoming payable (whether legally demanded or not).

ii. In the event of the breach of any agreements on the part of the Tenant and in particular relating to Ground 8 in Part I Schedule 2 of the Housing Act 1988 and Grounds 10-15 inclusive and Ground 17 in Part II Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 as follows:

Mandatory Grounds

Ground 2:

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and 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 the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with

vacant possession in exercise of that power. For the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Ground 8:

Both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10:

Both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11:

There is a history of persistently late Rent payments;

Ground 12:

The Tenant is in breach of one or more of the obligations under the Tenancy agreement;

Ground 13:

The condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14:

The Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property,

Ground 15:

The condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property,

Ground 17:

The Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the tenant's instigation.

If the Property shall be left vacant or unoccupied for twenty eight days without any notification having been given to the Landlord or the Landlord's Agent.

If the Tenant is adjudicated bankrupt or makes application for an interim order or enters any voluntary arrangements with his creditors or suffers the process of execution or distraint upon his goods.

3.2 **Acceptance of Rent**

Acceptance of rent by the Landlord shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements or stipulations contained in this Agreement.

4 **INVENTORY**

a. **INVENTORY**

The Landlord will be responsible for providing a fully comprehensive Inventory of

Contents and Schedule of Condition of the Property.

b. ATTENDANCE

On the commencement date of the Tenancy the Tenant will attend the Check-in Inspection with the Inventory Clerk or the Landlord at the property to agree and sign the Inventory. If the Tenant shall not keep the appointment made upon reasonable notice by the Inventory Clerk the Tenant agrees that the Inventory prepared by the Inventory Clerk shall be deemed to be a correct and a true record of the Inventory of Contents and Schedule of Condition of the Property.

On the Termination day of the Tenancy the Tenant will attend the Check-out Inspection with the Inventory Clerk or the Landlord at the property. If the Tenant shall not keep the appointment made upon reasonable notice by the Inventory Clerk the Tenant agrees that the report prepared by the Inventory Clerk shall be deemed to be a correct and a true record of the Contents and Schedule of Condition of the Property.

c. USE OF INVENTORY

A copy of the Inventory of Contents and Schedule of Condition of the Property and Check-In Report shall be provided to the Tenant upon commencement of this Tenancy the principal copy of which will be retained by the Landlord or the Independent Inventory Company after verification by the Tenant at the Check-in and at the termination of the Tenancy. The Landlord and Tenant agree that the report compiled by the Inventory Clerk appointed by the Landlord or his Agent shall be used for the purposes of Clause 5 of this Agreement.

5 **DEPOSIT**

Prior to the commencement of the Tenancy the Tenant will pay the sum specified herein as Deposit as security for and in respect of the performance by the Tenant of all the obligations contained in this Agreement. The Landlord will comply with the requirements of the Tenancy Deposit Schemes introduced under Part VI of the Housing Act 2004 to safeguard the deposits of tenants and protect landlords from tenants who default on final payments and to encourage resolution of disputes relating to tenancy deposits.

a. PURPOSE OF DEPOSIT

The Deposit is taken for the following purposes:

- i. Any damage, or compensation for damage, to the Property, 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.
- ii. 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 Property, its fixtures and fittings
- iii. 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.
- iv. 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.
- v. The sum of the Deposit shall not limit the liability of the Tenant and it is understood

that nothing shall absolve the Tenant from the obligations to pay rental and outgoings when they become due during the Tenancy.

b. RETURN OF DEPOSIT AT THE END OF THE TENANCY

- i. If there is no dispute the Landlord will keep or repay the Deposit or the proportion of the Deposit according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made once the Landlord and the Tenant have agreed the allocation of the Deposit.
- ii. In the event that the Deposit is insufficient to pay all liabilities the remainder shall remain due and payable by the Tenant to the Landlord.
- iii. If the Tenant intends to dispute any of the proposed deductions from the Deposit then the Tenant must inform the Landlord and Deposit Scheme administrator in writing.

c. GOOD DISCHARGE OF DEPOSIT

Where the Tenant comprises of more than one person such Deposit or balance of the Deposit will be repaid to the Tenant nominated as the Lead Tenant under this Tenancy Agreement which shall be a good discharge of the Deposit without any further liability on the Landlord or the Agent in respect of the amount paid.

6 NOTICES

6.1 Validity of Service

- i. In accordance with Section 196 of the Law of Property Act 1925 any notice or document to be served by either party in relation to this Tenancy shall be deemed to have been validly and sufficiently served if in writing and delivered to the receiving party's address or last known address by hand or sent by second class post or by registered post or recorded delivery and any such notice or document shall be deemed to have been served two working days after the date of posting save that where hand delivered prior to 4:30 pm it shall be deemed to have been served on the next working day. Reasonable evidence should be kept of the delivery. Notice served by facsimile transmission or by electronic mail alone is not sufficient.
- ii. Any notice or document to be served on the Tenant may be served by the Landlord or by the Landlord's Agent on behalf of the Landlord.
- iii. If the Landlord is a limited company all licences consents approvals and notices required to be given by the Landlord shall be sufficiently given if signed by a director the secretary or other duly authorised person.

6.2 Service of Notice

For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is as stated on page 1 of this Agreement. Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address. Where the Landlord's address is not in England and Wales, the address of the Landlord's Agent as detailed in this Agreement under Definitions may be used as an alternative address for the service of notices on the Landlord (including notices in proceedings). If either of these addresses should change during the term of the Tenancy the Tenant will accordingly be notified in writing.

Pursuant to section 48 of the Landlord and Tenant Act 1987 notice is hereby given to the Tenant that notices, including notices in proceedings, may be served on the

Landlord at the following address: The property company of 1, Example Street,
Example City, AA1 1AA
, telephone 012345678910 ; email info@dummypropertycompany.com .

6.3 **Housing Act 1988**

i. This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 as amended by Section 19A of the Housing Act 1996, and the provisions for the mandatory recovery of possession by the Landlord in Section 21 thereof apply accordingly as do the provisions of Schedule 2 of that Act.

ii. These provisions require the Landlord or the Landlord's Agent to give the Tenant not less than two months' notice in writing to terminate this Agreement unless possession is required following a breach of this Agreement on the part of the Tenant. Where possession is sought on non-breach grounds the notice served by the Landlord or the Landlord's Agents cannot expire before the end of the fixed term specified on page 1 of this Agreement unless served in accordance with an early termination clause which, if applicable to this Tenancy, will be detailed under Section 8 Special Tenancy Conditions in this Agreement. The Tenant is required to vacate the Property upon the expiry of a lawfully served Section 21 notice on the Tenant, either at the expiry of the specified fixed term or in accordance with an early termination clause

iii. The Tenant

a. Acknowledges that immediately before entering into this Agreement he was not himself or jointly with any other person a protected or statutory Tenant of the Property and

b. Declares that for the duration of the Tenancy hereby created the Property is to be his main and principal home as defined within the meaning of Part 1 Section 1 of the Housing Act 1988.

7 **MISCELLANEOUS**

7.1 **Agent of the Tenant**

Any payments in respect of or on account of rent or any other payment due to the Landlord by way of this Agreement made by or drawn on accounts other than those of the Tenant named in this Agreement will be accepted by the Landlord as payment made by the Tenant only

7.2 **Jurisdiction of Law**

The parties hereby irrevocably submit to the jurisdiction of the Bristol County Court in relation to any claim or dispute howsoever arising out of this Tenancy.

7.3 **Contract Terms**

If any provision or clause contained in this contract shall be held by a court of law or other body to be unreasonable or unenforceable then such clause or provision or clauses or provisions shall be deemed to be a severable part of this contract and all remaining parts or clauses or provisions of the contract shall remain in full force and effect.

7.4 **Third Party Rights**

Neither party intends any of the terms of this contract to be enforceable by any third party pursuant to The Contract (Rights of Third Parties) Act 1999.

7.5 **Data Protection & Confidentiality**

i. Letting agents may share details about the performance of obligations under this

Agreement by the Landlord and Tenant; past, present and future known addresses and other contact details of the parties, with each other for administrative and accounting purposes, or to help prevent dishonesty, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 the individual parties are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about them and to have it amended if it is shown to be incorrect.

ii. The parties agree that the Landlord's Agent may give their name, address, contact and other details to other companies, including but not limited to, credit and reference providers for referencing purposes and rental decisions; utility providers; contractors instructed by the Landlord or the Landlord's Agent on behalf of the Landlord in order to comply with his statutory and contractual obligations; tenancy Deposit protection Scheme providers; local authority Council Tax and Housing Benefit/Local Housing Allowance departments; Mortgage lenders and Superior Landlords. This information may be processed on servers outside of the United Kingdom.

iii. In addition to the above authorisation the Tenant also permits the Landlords and Landlord's Agent to provide the Tenant's information to

a. Tenant Shop Ltd, St Peter House, 1st Floor, 6/7 St Peter's Hill, Grantham, Lincolnshire, NG31 6QB for the purpose of notifying the local council, water supplier and energy providers of the property with the Tenants contact information, moving in date and meter readings (where applicable). The reverse will happen when the Tenancy ends.

b. Tenant Shop Ltd, St Peter House, 1st Floor, 6/7 St Peter's Hill, Grantham, Lincolnshire, NG31 6QB to contact the Tenant by phone and email to arrange a quote for insurance, suitable energy tariff, advice on arranging the best Tv & Broadband package for my needs

c. University housing and neighbourhood relations officers or partners

d. Bristol city council noise abatement team

e. the chair person for the local resident's association

f. immediate neighbours of the property where a complaint of antisocial behaviour (to include Noise nuisance in the street) has been raised against either the Tenant or any invitee of the Tenant to the Property. where a complaint of antisocial behaviour (to include Noise nuisance in the street) has been raised against either the Tenant or any invitee of the Tenant to the Property.

7.6 The Energy Performance of Buildings Regulations 2007

A valid Energy Performance Certificate relating to this Property has been made available to the Tenant prior to the signing of this Tenancy Agreement in accordance with the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007.

7.7 Section 45 Flood & Water Management Act 2010

The above Act places a legal obligation on the Landlord or the Landlord's Agent to provide the water authority when requested with a forwarding address for the Tenant following the end of the Tenancy.

7.8 Legionnaires Disease

In accordance with the Code of Practice issued by The Health and Safety Executive regarding the control of legionella bacteria in water systems, the Landlord confirms that he believes the Property is safe and free from any such bacteria at the commencement of the Tenancy. See Clause 1.34 in relation to Tenant obligations in this regard.

The Landlord is obliged to make the Tenant aware that as with any residential property, if water is allowed to stagnate within the hot or cold water systems (ie loft cold water tank, shower units, water filters or similar etc), there is a risk of Legionella. To reduce this risk, the Tenant is responsible for taking some simple control measures including regularly cleaning and disinfecting any shower head/s in the Property and where the Property has been vacant for more than a week, outlets from any hot or cold water supply should be 'turned on and allowed to flow' to minimise the stagnation. The Tenant must also report if the hot water is not heating properly or if there are any other problems with the water system, so that a repair can be actioned. As with any residential property, an occupant must only drink water from a mains fed cold water tap ie to only drink from the kitchen tap and not from bathroom taps.

Please ensure that you are satisfied with the all the Terms prior to signing this legally binding document.

8 Additional Considerations

An optional additional clause you can add on a case by case basis. It increases the clause number of any following clauses by 1 if present.

Signatures

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TENANTS

(Not signed)

Mr Lead Tenant
1 More Avenue, London, EC2A 2EX, United
Kingdom

Sample Contract

(Not signed)

Mr Second Tenant
2 Fleet Place, London, EC2A 2EX, United
Kingdom

Sample Contract

LANDLORD

(Not signed)

Guarantor contract

IMPORTANT NOTICE

This Guarantor Agreement creates a binding legal contract. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

GENERAL NOTES

This agreement is for use with the letting of residential property and their associated tenancies. As such, this is a legal document and should not be used without adequate knowledge of the law.

It is essential that a copy of the proposed Tenancy Agreement is provided to the Guarantor and that they are given adequate opportunity to read both documents before signing.

DISTANCE SELLING REGULATIONS

The Guarantor has the right to a fourteen working day cooling off period if the Agreement is not signed in front of the Landlord or the Agent. This allows you to withdraw from this contract for fourteen working days after signing it by informing the Agent in writing.

If you wish the Tenancy to start before the cooling off period expires you must confirm by signing this agreement that you are waiving your right to the cooling off period.

THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.

Guarantor Name: Mr Example Guarantor ("the Guarantor")

Guarantor's address: 12 Mount park avenue, Worcester, WR2 6NJ United Kingdom

Guarantor's Tel: 0123 45678910

Landlord(s) Name: The property company ("the Landlord")

Landlord's address: 1, Example Street, Example City, AA1 1AA

Rental: £ 10,428.56 for the Term of the Tenancy ("the Rent")

Property: The dwelling house known as: 35, Green Acre, Durham, DH1 1JA, United Kingdom ("the Premises")

Tenant being Guaranteed: Mr Lead Tenant ("Named Tenant")

The Amount of Rent Being Guaranteed: £ 5,214.29

1. The Landlord lets to the Tenant the Premises and the Tenancy shall start on 01/07/2023 and shall end on 30/06/2024. In consideration of this, the Guarantor agrees to act for the Tenant should he/she fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered in respect of the Property.

2. This Guarantor Agreement refers to the current Tenancy being undertaken and any future variations or renewals of that Tenancy. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.

3. The Guarantor undertakes to pay to the Landlord from the date of this Agreement from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement. Written demand to include Post, Email, fax or Text only. In the event of a Joint and Several Tenancy Agreement, The Guarantor's Liability shall be nil if the Named Tenant has already paid The Amount Being Guaranteed.

4. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses incurred by the Landlord as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this Agreement. Should the Guarantor die during the currency of this Agreement, the Guarantor's estate will be liable as surety and co-principal debtor. Where the property is being let to more than one Tenant on a Joint and Several Tenancy Agreement the Guarantor's Liability will be limited to one equal share of the full amount due to the Landlord under the Tenancy Agreement. The Guarantor's Liability shall be nil if the Named Tenant has already paid The Amount Being Guaranteed.

5. If the Tenancy is for a fixed Term, then this guarantee applies for the whole of the Term and is not revocable during that Term.

6. If the Tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee may be terminated by written notice by the Guarantor subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date, then the guarantee shall continue until the Tenant vacates. Written Notice to include Post, Email, Fax only.

7. It is agreed that there shall be no right to cancel this agreement once the Tenancy has been entered into and the Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

Signature

(Not signed)

Mr Example Guarantor
12 Mount park avenue, Worcester, WR2 6NJ
United Kingdom