

ASSURED SHORTHOLD TENANCY AGREEMENT

THIS AGREEMENT is made the () day of () 2015

BETWEEN

PARTIES: **1. THE LANDLORD:**
 Name and Address

AND

2. THE TENANT:
Name and Address

PROPERTY:

TERM: Minimum **6** Months beginning on the (The Fixed Period). The Tenancy will then continue, still subject to the Terms and Conditions set out in this Agreement, from the end of this Fixed Period unless the Tenant gives notice that she wishes to end the Agreement as set out below, or the Landlord serves on the Tenant a notice under Section 21 of The Housing Act 1988, or a new Agreement is entered into, or this Agreement is ended by consent or Court Order. Should the Tenant wish to vacate the property, One month's notice will be required.

RENT: **£** per calendar month payable by way of standing order into the Landlord's designated Bank Account, details of which have been provided to the Tenant on the anniversary date of this agreement. Subject to the Landlord's right to review the rent on each anniversary of this agreement by reference to the Retail Price indices prevailing four months prior to this date and four months prior to the relevant anniversary.

DEPOSIT: One Month's rent, totalling **£** to be paid and shall be held with the Deposit Protection Scheme throughout. Tenants who vacate the property before the minimum term (6 Months) has passed will automatically forfeit their deposit.

Landlord Initials:_____ Tenant Initials:_____

IT IS AGREED as follows:

1. The Landlord lets to the Tenant the residential premises known as _____ and shared use of the common parts as applicable ("the premises").
2. The tenancy shall be from and including _____ ("the commencement date") to and including _____ ("the expiration date"), "the term" (**6** months).
3. The tenant shall pay to the Landlord, the first month's rent amounting to **£** _____ and make all subsequent payments of **£** _____ per calendar month by bank standing order to,

LANDLORDS BANK DETAILS HERE

Exclusive of Council Tax, Electricity and Water Charges, payable in advance on the _____ **of each month** during the term. The first such payment to be made on the signing of this agreement to the Landlord for the period from the commencement date until the next rent payment date.

4. The tenancy created by this agreement is intended to be an Assured Shorthold Tenancy Agreement by Section 19A as defined in the Housing Act 1988 as amended and shall take effect subject to the provisions for the recovery of possession provided for by virtue of Section 21 of that Act. The tenant shall occupy the premises as their only or principal home.
5. Where the tenancy shall include the Landlord's Fixtures and Fittings ("the fixtures and fittings") in the premises this includes all matters specified in an Inventory and Schedule of Condition ("The Check-In Inventory and Schedule of Condition").

6. DEPOSIT

- 6.1 The tenant shall pay the Deposit to the Landlord upon the signing of this agreement in the sum of **£** _____ by way of a security deposit ("Deposit")
- 6.2 The Landlord acknowledges that the Deposit has been paid by the tenant to the Landlord. The Landlord and/or Rory Mack Associates is a member of the Deposit Protection Service ("The DPS") and that The Landlord or Rory Mack Associates will deal with the deposit in accordance with the terms and conditions of The DPS currently in force and as regulated by the Housing Act 2004. Interest shall be payable on the deposit in accordance with the provisions of The DPS. Subject to this the Landlord shall have a right to claim against the deposit for:
 - 6.2.1 Any damage or compensation for damage, to the premises, its Fixtures and Fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord, to include damage caused or cleaning required as a result of a pets occupying the Premises either with or without the Landlord's consent and in conjunction with clause 7.10.1.
 - 6.2.2 The reasonable costs incurred in compensating the Landlord for, or rectifying or remedying any breach by the tenant of his obligations under

Landlord Initials: _____ Tenant Initials: _____

this agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings.

- 6.2.3 Any rent or other money lawfully due to payable by the tenant under this agreement which remains unpaid after the end of the tenancy.
- 6.2.4 Any unpaid accounts to utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
- 6.2.5 Any additional reasonable charges made by the Landlord relating to such matters as stated in the Rory Mack Associates Terms of Business for Tenants being:
- Tenancy Renewal Fee
 - Early release from the tenancy (subject to the Landlord's consent) (reasonable fees incurred by the Landlord)
 - Bounced cheques paid by the Tenant (each cheque)
 - Remedial Works required (fee per job)
 - Missed appointment fee for each appointment
 - Replacement of lost keys (cost of each key plus a reasonable administration fee)
 - Refund of rent (paid by standing order and received in error – administration fee per every additional payment made in error)
- 6.2.6 Details of The DPS to which the landlord or the agent subscribes are given in the documentation annexed to this agreement, receipt of which the Tenant acknowledges. Please refer to the Annex at the end of this agreement.
- 6.2.7 At the determination of the tenancy, the landlord or Rory Mack Associates will notify the Tenant of any proposed deductions to be made from the deposit.
- 6.2.8 The tenant shall use best endeavours to notify the Landlord or Rory Mack Associates of any dispute regarding the proposed deductions within 20 working days of the end of the tenancy.
- 6.2.9 The Landlord c/o Rory Mack Associates office will within 28 calendar days of the end of the tenancy refer any dispute to the Alternative Dispute Resolution ("ADR") Service of The DPS who will then determine matters in accordance with the provisions of the adjudication procedure of The DPS. Such a referral does not prejudice the rights of the Tenant to make is own separate or additional referral following the termination of the tenancy.
- 6.3 If there is a change of Landlord during the tenancy, the Landlord shall consent to the transfer of the amount of the deposit (or the balance of it) to the purchaser or transferee of the premises at which point the Landlord shall be released from any other further claim or liability in respect of the deposit or any part of it, recognising that the deposit is held and will continue to be held by The DPS.
- 6.4 The Landlord shall not be obliged to refund the deposit or any part of the deposit on any change in the person or persons who for the time being comprise "the Tenant".

Landlord Initials:_____ Tenant Initials:_____

- 6.5 Where more than one person is comprised for the time being in the expression "The Tenant" the deposit may be repaid to the lead tenant in accordance with The DPS and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 6.6 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the premises within 14 days after the expiry or sooner termination of the tenancy created by this agreement shall be deemed to have been abandoned. Provided the Landlord has given written prior notice to the tenant, or where the tenant cannot be found after reasonable steps have been taken to trace the tenant, the Landlord can dispose of such goods as he thinks appropriate.
- 6.7 In the case of circumstances as set out in clause 6.6 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the deposit. Rent will be charged on a pro rata daily basis if the said items prevent further occupation of the premises, up to a maximum of 14 days, and not to include the period of time required for cleaning and other dilapidations/works.
- 6.8 Further, the tenant shall pay to the landlord any additional reasonable expenses incurred by the Landlord in checking the inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

7. **THE TENANT AGREES WITH THE LANDLORD** as follows

7.1 **Rent**

- 7.1.1 To pay the rent according to the terms of this agreement whether formally demanded or not.
- 7.1.2 The tenant shall pay to the Landlord interest at the rate of 4% per annum above HSBC Plc base rate from time to time on any rent or any other money payable under this agreement remaining unpaid for more than 14 days after the day on which it became payable.
- 7.1.3 The tenant will notify the Landlord if they become the recipient of Housing Benefit, or its successor in kind. To be liable at any time to reimburse the Landlord any sums which the Landlord is required to repay to the Housing Benefit Authority which has been paid direct to the Landlord on behalf of the Tenants and accepted in good faith but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

7.2 **Conditions of Premises, Repair and Cleaning**

- 7.2.1 To keep the interior of the premises including and Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the premises in good decorative order and condition throughout the term (damage by fire excepted unless the same shall result from any act or omission on the part of the tenant or any person residing or sleeping in or visiting the premises).
- 7.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises

Landlord Initials:_____ Tenant Initials:_____

and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.

- 7.2.3 To make good all damages, breakages and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accident damage by fire).
- 7.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 7.2.5 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
- 7.2.6 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 7.2.7 To notify the Landlord, whichever is stated in clause 9.3.2, promptly and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 7.2.8 Upon the Landlord giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 7.2.9 To keep the windows of the Premises clean.
- 7.2.10 To wash and clean all items that may have become soiled during the Term.
- 7.2.11 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.
- 7.2.12 To take reasonable and prudent steps to adequately heat and ventilate the Premise in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Premises, its Fixtures and Fittings.
- 7.2.13 If the Tenant brings into the Premises any gas appliance(s) he must ensure that they are safe to use and are properly connected to the appropriate pipe work in the Premises by a suitable qualified engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either occupants or the Premises.
- 7.2.14 During the tenancy, to take such reasonable precautions to keep the Premises free of infestation by vermin, rodents or animal fleas. Where such infestations occurs as a result of action or inaction on behalf of the Tenants, to be responsible for the full costs of fumigating and cleaning any affected parts and for rectifying and/or removing the causes of such an infestation.

Landlord Initials:_____ Tenant Initials:_____

- 7.2.15 Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.

7.3 Access and Inspection

- 7.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Rory Mack Associates local office or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 7.3.2 To permit the Premises to be viewing during the last 2 months of the tenancy at all reasonable times during normal working hours upon a verbal appointment being made at not less than 24 hours' notice made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises and who is authorised by the Landlord or his Rory Mack Associates local office or other agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.
- 7.3.3 In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property subject to the tenant's knowledge or consent, or their authorised workman or their professional advisors, access to the Landlord's Premises in order to carry out any work required to the Premises of their neighbouring property under the Party Walls etc. Act 1996.

7.4 Insurance

- 7.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 7.4.2 The Tenant will promptly notify the Landlord of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 7.4.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.
- 7.4.4 The Landlord grants the tenancy of the property to the named Tenant upon the condition that the Tenant holds insurance that the Landlord or his Agent considers adequate to protect up to £2,500 against accidental damage caused by the Tenant to the contents, furniture, fixtures and fittings at the property as described in the attached inventory.
- 7.4.5 To reimburse the Landlord for any excess sum, up to a minimum of £100, payable under the Landlord's insurance policy for each and any claim on the

Landlord Initials:_____ Tenant Initials:_____

Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement.

7.5 Assignment

- 7.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the prior written consent of the landlord, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.6 Illegal, Immoral Use

- 7.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 7.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

7.7 Inflammable Substances and Equipment

- 7.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

7.8 Nuisance and Noise

- 7.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

7.9 Utilities

- 7.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 7.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after then tenancy will be apportioned.
- 7.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 7.9.4 The Tenant shall not have any key meter installed at the Premises or any other meter which is operated by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.

Landlord Initials:_____ Tenant Initials:_____

7.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the Tenant, then the Tenant shall pay, or be liable to pay, to the Landlord the costs associated with reconnecting or resuming those services.

7.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

7.10 Animals and Pets

7.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord or his, such consent not to be unreasonably withheld, delayed, or withdrawn. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites and to provide a receipted invoice to the Landlord as written proof that he has complied with this clause.

7.11 Usage

7.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

7.12 Locks

7.12.1 Not to install or change any locks in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.

7.12.3 If any lock is installed or changed in the Premises without the prior written consent of the Landlord, then to remove that lock if required by the Landlord and to make good any resulting damage.

7.13 Fixtures and Fittings

7.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the prior written consent of the Landlord or his Rory Mack Associates local office withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

7.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without prior written consent of the Landlord, such consent not to be unreasonably withheld.

Landlord Initials:_____ Tenant Initials:_____

7.14 Alterations and Redecoration

7.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld. Where consent is granted, the tenant will meet all costs of installation and subsequent removal and the reasonable cost of making good of any resultant damage or deterioration or redecoration as required.

7.14.2 Not to permit any waste, spoil or destruction to the Premises.

7.15 Empty Premises

7.15.1 Before leaving the Premises vacant for any continuous period of 14 days or more during the Term, to provide the Landlord with reasonable notice and to take reasonable precautions to prevent freezing.

7.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not charged without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.16 Drains

7.16.1 Not to overload, block up or damage any of the drains, pipes, writes, cables or any apparatus or installation relating to the services serving the Premises.

7.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

7.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

7.17 Affixation of Items

7.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installations, removal and thereafter make good any resultant damage.

7.12.2 Not to affix any items to the walls of the Premises either internally, or externally using glue, nails, picture hooks or sticky tape without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.18 Washing

7.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such a place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

Landlord Initials:_____ Tenant Initials:_____

7.19 Costs and Charges

- 7.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant or any covenant contained in this Agreement.
- 7.19.2 To pay, unless a court orders otherwise, the Landlord's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.
- 7.19.3 To pay the cost of any Bank or other reasonable charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers or if any standing order payment is made after the tenancy has expired and the payment is refunded to the Tenant.

7.20 Refuse

- 7.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin. To recycle rubbish items correctly where permitted and not to leave rubbish to attract vermin, animals or other infestations.

7.21 Smoking

- 7.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises and not to litter the exterior of the property with tobacco or any other substance materials.

7.22 Garden/External Yard

- 7.22.1 To keep the garden, to include shrubs and hedges, in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season. To keep the yard and out buildings secure, weed free and well maintained and clear from rubbish.
- 7.22.2 Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord prior written consent, such consent not to be unreasonably withheld.

7.23 Inventory and Check-Out

- 7.23.1 If applicable, to pay the reasonable cost of a Check-in and Check-out relating to the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.
- 7.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or his Agent, whether Rory Mack Associates or another to check the Check-in Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or his Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or his Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to

Landlord Initials:_____ Tenant Initials:_____

attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

- 7.23.3 The Tenant should check the Inventory within 7 days of receipt and notify the Landlord in writing of any mis-descriptions. If no mis-descriptions are reported within this timescale, then the Tenant accepts the Inventory as accurate. The Landlord should subsequently check the Inventory, as accepted by the Tenant, within 7 days of receipt and notify in writing of any mis-descriptions. If no mis-descriptions are reported within this timetable, then the Landlord accepts the Inventory as accurate.

7.24 Notices

- 7.24.1 To promptly forward to the Landlord any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

7.25 Distance Selling Regulations

- 7.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the Tenancy Agreement and paying the rent.

7.26 Headlease

- 7.26.1 To observe all of the non-financial covenants on the part of the Landlord as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this tenancy.

8 THE LANDLORD AGREES WITH THE TENANT as follows:-

8.1 Quiet Enjoyment

- 8.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the landlord or any person rightfully claiming under, through or in trust for the Landlord.

8.2 Insurance

- 8.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.
- 8.2.2 Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an Agent to whom the rent due under this agreement shall be paid. If the Landlord fails to appoint such a representative or Agent, the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident Landlords.

Landlord Initials:_____ Tenant Initials:_____

8.3 Interest and Consents

- 8.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

8.4 Repair

- 8.4.1 To keep in repair and property working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as the included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.
- 8.4.2 Where the Landlord supplies a working burglar alarm with the Premises at the commencement of the tenancy, to keep it in working order and repair, unless where such a repair is caused by negligence or misuse by the Tenant, his invited guests or visitors.
- 8.4.3 Where the Premises are served by a septic tank or cesspit, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.

8.5 Safety Regulations

- 8.5.1 That all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 8.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.
- 8.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
- 8.5.4 Any oil, fossil fuels or wood burning appliances to be serviced on an annual basis.

9 IT IS MUTUALLY AGREED as follows:-

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

9.2 Rent Review

- 9.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of £5.00 per calendar month or 3%, whichever is the greater.

Landlord Initials:_____ Tenant Initials:_____

9.3 Repair

- 9.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

9.3.2 Point of Contact

The point of contact for the Tenant on all tenancy matters including repairs is:

Name: LANDLORDS DETAILS

9.4 Insurable Risks

- 9.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

9.5 Reimbursement

- 9.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 6.2.3 at the end of the tenancy.

9.6 Data Protection & Confidentiality

- 9.6.1 Letting Agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addressees of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

9.7 Definitions

- 9.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, yard, garage and parking space (if applicable).
- 9.7.2 References to "the Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the

Landlord Initials:_____ Tenant Initials:_____

Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

- 9.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 9.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 9.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy Agreement as security against the performance of the Tenant's obligation under the tenancy Agreement, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 9.7.6 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 9.7.7 "The Landlord c/o Rory Mack Associates" shall mean Rory Mack Associates, Holly House, 37 Marsh Parade, Newcastle-under-Lyme, Staffordshire ST5 1BT trading as Rory Mack Associates.
- 9.7.8 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected.
- 9.7.9 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Rory Mack Associates local office or the Inventory Clerk.
- 9.7.10 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 9.7.11 "Permitted Occupant", if used in the Agreement, includes any person who is licensed by the Landlord or his Rory Mack Associates local office to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 9.7.12 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 9.7.13 Any reference to Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 9.7.14 "The Deposit Protection Service" or "The DPS" means the service provided by Computershare Investor Services plc on behalf of Communities and Local Government or whichever company is appointed at the time of the tenancy commencing and as regulated by the Housing Act 2004.
- 9.7.15 The masculine gender includes the feminine gender.

Landlord Initials:_____ Tenant Initials:_____

9.7.16 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf or such other definition as may be included within the current Deposit Protection Service Terms and Conditions.

9.7.17 "The Guarantor", if used in the Agreement, includes any person names on the Deed of Guarantee, Annex 4 where applicable, as attached to this Agreement.

9.7.18 "Agent" shall refer to the Landlord's Agent being Rory Mack Associates at the commencement of this Tenancy, and any other Agent who may have taken over the Management during the Term of the Tenancy and is also a member of The Deposit Protection Service ("DPS"). The Tenant shall be notified in writing if at any time, Rory Mack Associates no longer protects the Deposit under this scheme, relating to this Premises.

9.8 Council Tax

9.8.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

9.9 Forfeiture

9.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreement and obligations contained in the tenancy.

9.10 Notices

9.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is **Rory Mack Associates, Holly House, 37 Marsh Parade, Newcastle-under-Lyme, Staffordshire ST5 1BT.**

9.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

Landlord Initials:_____ Tenant Initials:_____

9.10.3 The Landlord HEREBY GIVES NOTICE to the Tenant that possession might be recovered on Ground 1 under the provision of Schedule 2 of the Housing Act 1988 for the following reasons:

- a) At some time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the Premises as his own or principal home: or
- b) The Landlord who is seeking possession or in the case of joint Landlords seeking possession, at least one of them requires the Premises as his or her spouses only or principal home and neither the Landlord (or in the case of joint Landlords, any of them) nor any person who, as Landlord, derived title under the Landlord who gave the notice mentioned above acquired the reversion of the tenancy for money or money's worth.

9.10.4 The Landlord HEREBY GIVES NOTICE to the Tenant that possession of the premises might be sought under Ground II or part I of Schedule 2 of the Housing Act 1988 in that:-

The premises are 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 premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so

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

9.11 Jurisdiction

9.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

9.12 Certification

9.12.1 The Landlord certifies that the information provided in Annex 1 of this Agreement, together with the details of the Deposit in clause 6.2 and the address of the Premises to which it relates is accurate to the best of his knowledge and belief. The Landlord further certifies that the Tenant has been given an opportunity to sign this Agreement and the documentation annexed by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

SIGNED by the Landlord

}
}.....

Witness:
(Full name and address)

}.....

Landlord Initials:_____ Tenant Initials:_____

_____ }

SIGNED by the Tenant

}

}.....

Witness:
(Full name and address)

_____ }

_____ }.....

_____ }

ANNEX 1

The following are **SPECIAL OR ADDITIONAL CLAUSES** which have been negotiated between the parties.

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

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

Landlord Initials:_____ Tenant Initials:_____

ANNEX 2

INFORMED PRESCRIBED IN ACCORDANCE WITH THE HOUSING (TENANCY DEPOSITS) (PRESCRIBED INFORMATION) ORDER 2007 RELATING TO TENANCY DEPOSITS

Landlord

Lead Tenant:

Contact Address to be used at the end of the tenancy:

.....

.....

.....

.....

.....

Telephone number:

Email address:

Party paying the Deposit (if not the Tenant):

Full Name & Title:

.....

Current Address:

.....

.....

.....

.....

Landlord Initials:_____ Tenant Initials:_____

.....
Telephone Number:

Email Address:

Fax number:

Amount of deposit paid:

£

Address of property:

Name and Address of the scheme administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit:

The Deposit Protection Service (The DPS)

The Pavillions
Bridgwater Road
Bristol
BS99 6AA

Telephone No. 0844 4727 000

Online: Enquiry forms are available through the Virtual Customer Service Agent or Frequently Asked Questions at www.depositprotection.com

- **Information contained in this leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme - see attached Terms and Conditions**
- **Information on the procedures applying for the release of the deposit at the end of the tenancy – see attached Terms and Conditions**
- **Procedures that apply under the Scheme where either the Landlord or the Tenant is now contactable at the end of the tenancy – see attached Terms and Conditions**
- **Procedures that apply under the scheme where either the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit – see attached Terms and Conditions**
- **The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation**

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute – see attached Terms and Conditions

Landlord Initials:_____ Tenant Initials:_____

Circumstances when all or any part of the deposit may be retained by the Landlord – please refer to clause(s) 6.1 – 6.8 inclusive of this tenancy agreement

Certification

The Landlord certifies that the information provided in this Agreement, together with the details of the Deposit in clause 6.2 and the address of the Premises to which it relates is accurate to the best of his knowledge and belief. The Landlord further certifies that the Tenant has been given an opportunity to sign this Agreement and the documentation annexed by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

- A copy of the Deposit Protection Service Terms and Conditions must be attached to this document.
- The Tenant(s) and relevant persons (if any) agree that the lead Tenant has been nominated by all the joint Tenants and any relevant person and that the responsibilities of the lead Tenant are fully understood by all Tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.
- It is the Tenant's or lead Tenant's (where relevant) responsibility to register their contact address with the Deposit Protection Service and to ensure that address is updated at the end of the tenancy.

Landlord(s) Name(s):

Signature(s):

Dated:

Tenant(s) Name(s):

Signature(s):

.....

Dated:

(ANNEX 3 – TO FOLLOW AS A SEPARATE ATTACHMENT WHICH REFERS TO THE TERMS AND CONDITIONS OF THE DEPOSIT PROTECTION SERVICE AS STATED IN ANNEX 2)

I / We confirm that a copy of the Deposit Protection Service Terms and Conditions have been provided:-

Landlord Initials:_____ Tenant Initials:_____

Signature(s):

Dated:

Landlord Initials:_____ Tenant Initials:_____