

**ASSURED SHORTHOLD TENANCY AGREEMENT**

This Agreement creates an Assured Shorthold Tenancy as defined by the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Landlord will be entitled to recover possession of the Property in accordance with the provisions of Section 21 of the Housing Act 1988 (1996) by serving upon the Tenant at least two months notice in writing. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.

**PARTICULARS:**

This Agreement is made on the                      day of

**Landlord's Name:** Beech Properties

**Address:** 139 Acomb St, Manchester, M14 4DF

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

**Tenant Name(s):**

**The Property:**

**Fixed Term for a Period of:**

**The Term:** The Tenancy will be for a term from and including the                      day of                      (“the Commencement Date”) to and including the                      day of                      (“the Expiration Date”).

**Rent:** £                      per calendar month in advance commencing from                      day of                      and payable termly in advance to reach the Landlord no later than the                      day of each period.

**Deposit:** £                      to be paid to the Landlord on the signing of this Agreement with no interest payable

**Fixtures & Fittings:** The Tenancy shall include the Fixtures & Fittings in the Property including all matters specified in the Inventory.

The Landlord agrees to let the Property and the Tenant agrees to take the Property for the term and at the rent stated in the Particulars. The Terms and Conditions printed below within this Agreement apply to this letting. The Tenant hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all Tenants and accept the Terms and Conditions, which have been read and understood.

## The Tenant's Obligations

### Rent and Other Charges

- 1.1 To pay cleared funds for the deposit and first month's rent in advance and to have a payment method in place and approved by the Landlord upon signing of this Agreement and before moving in to the Property.
- 1.2 To make rent payment termly (unless otherwise agreed) by way of cheque or standing order to reach the Landlords' account by the 1<sup>st</sup> of each period; and to pay to the terms given under the Particulars of this Agreement whether formally demanded or not. Rent payment must be made on time, in full, and without any deduction, set-off or counterclaim.
- 1.3 In the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, the Tenant agrees to pay interest at the rate of 4% above the Base Lending Rate of RBS (such interest to be calculated on a daily basis) until payment is actually made.
- 1.4 The Tenant agrees that any payments received from a third party in respect of the rent will be deemed to be payment for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Property to that third party whatsoever.
- 1.5 To pay the reasonable costs and expenses (including Solicitor's and legal costs) incurred by the Landlord in connection with any contact made, notice served or letters sent requiring the Tenant to remedy a breach of their Tenancy obligations at a minimum cost of £10 per item sent, not excluding other reasonable costs that may also occur due to the Tenant's breach. This includes any late rent payment requests. An Item includes letters, emails and any other notices sent by the Landlord to the Tenant. Phone calls and sms text messages are charged at £1 per item sent by the Landlord to the Tenant.
- 1.6 To pay the cost of any bank or other charges incurred by the Landlord if any cheque written the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's banks at the rate of £12; and to pay £12 late payment fee on a monthly basis per month that rent is late.
- 1.7 To pay to the Landlord all other reasonable costs and expenses incurred by the Landlord to recover any outstanding monies due by the Tenant. This includes recovering or attempting to recover any rent or other monies in arrears; the enforcement of any obligation of the Tenant under this Agreement; the cost any third party debt collection agent at the rate of an additional 20% of the total debt; and the service of any notice, apart from any Notice service under section 8 of the Housing Act 1988 relating to any breach of this Agreement whether or not court proceedings are brought.
- 1.8 To pay the reasonable costs and expenses incurred by the Landlord in connection with any breach of this Agreement or in relation to any item in clause 1.4 of this Agreement.
- 1.9 To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force: electricity, water, council tax, telecommunications services. To arrange for such services to be transferred to the Tenant's name on the signing of this Agreement. In respect of electricity, to provide to the Utility Companies the readings given to the Tenant by the Landlord.
- 1.10 Where the Property is classed as a green property (with solar pv panels) and the Landlord has confirmed that energy bills will be paid by the Landlord the Tenant accepts that this is to the energy allowance stipulated by the Landlord in the Green guide given to the Tenant on check-in and/or given in the Additional Provisions section of this Agreement. The Tenant agrees to pay for energy use over the value of this allowance and agrees to indemnify the Landlord if payments are made the Landlord to the energy provider in respect of the Property. The Tenant agrees to pay any monies due to the Landlord, whether formally demanded or not, within 10 days of request by the Landlord.
- 1.11 To accept liability for any charges, penalties or losses arising due to non-payment of bills. This shall include losses due to card meters being installed or conventional meters removed.
- 1.12 To pay for the replacement or repair of any fixtures, fittings, furniture and effects that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items.
- 1.13 To pay for the television licence regardless of who owns the television set.
- 1.14 To pay the reasonable costs and expenses, including legal, incurred whatsoever as a result of any breaches by the Tenant of his obligations under this Agreement.

**Use, Repair, Maintenance and Cleaning of the Property**

- 1.15 To take care to keep the interior of the Property, including any fixtures, fittings, decorative order and condition, furniture and effects listed on any inventory, in good repair and condition throughout the Term, and to safeguard them from destruction or damage.
- 1.16 To use the Property in a reasonable manner and to take reasonable care of the Property including any fixtures and fittings and to keep the Property and any fixtures and fittings in a clean and tidy condition throughout the term. To deliver the Property and the fixtures and fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations.
- 1.17 To take responsibility for checking the Inventory at the start of the Tenancy and returning any amendments to the Landlord within 7 days of check-in.
- 1.18 To replace all cracked or broken glass at the Property during the Tenancy with the same quality glass as soon as reasonably possible; to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary; to pay for the reasonable professional washing and cleaning of all curtains, linens, counterpanes, carpets, upholstery and similar articles that have been soiled during the Tenancy, and for all upholstery and carpets to be professionally cleaned prior to the determination of the Tenancy; To keep the drains free from obstruction; to keep all electrical appliances and apparatus in good working order during the Tenancy; to notify the Landlord immediately in writing of any damage, destruction or loss that may happen at the Property or to the contents or effects whether by fire or for whatsoever reason.
- 1.19 To notify the Landlord immediately should any repairs become necessary of which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except on the written request of the Landlord, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. The Tenant shall take all necessary precautions to avoid aggravating any damage until the Landlord has organised repairs. The Tenant shall not withhold any rent payment or other charges due at on the Property while repairs are being organised. Not to misuse the out-of-hour emergency telephone numbers provided by the Landlord. If the Tenant misuses this service (i.e. not a genuine emergency as determined by the Landlord) the Tenant will be charged £30 and will be liable for all reasonable costs and expenses incurred as a result.
- 1.20 Not to move fittings or furniture that could cause harm to Tenants, occupiers or other persons visiting the Property.
- 1.21 To take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- 1.22 Not to carry out any redecoration at the said Property or any part of the Property without the previous consent in writing of the Landlord and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration of the Tenancy.
- 1.23 Not to make any alteration or additions to the Property without the prior written approval of the Landlord, such approval will not be unreasonably withheld. Not to cut, maim or puncture or injure any of the walls, partitions or timbers of the same with the Landlord's prior written consent (not be unreasonably withheld). Not to change locks or alarm codes. Any such alterations shall be considered a breach of this Tenancy; not to permit any waste, spoil or destruction to the Property.
- 1.24 To clean or have cleaned both internally and externally (or to compensate the landlord in damages for his loss) all reasonably accessible windows of the Property as necessary during the Tenancy, and within one month prior to the end of the Tenancy.
- 1.25 To test at regular intervals any battery operated smoke alarms fitted in the Property and to replace any battery in any alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.
- 1.26 Not to place any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Property or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage as required by the Landlord; not to fix any items to the walls of the Property either internally or externally using glue, nails, picture hooks, blu-tack or sticky tape without prior written consent, such consent not to be unreasonably withheld.
- 1.27 Whenever the Property is left empty and unattended, the Tenant agrees to fasten securely all dead locks or other locks fitted to doors and windows permitted access to the Property. In breaching this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord; The Tenant agrees not to leave the Property vacant or unoccupied for a period in excess of 7 consecutive days without first giving written notice to the Landlord of his intention to do so, and before doing so the Tenant will take adequate steps to ensure the Property is protected against the risk of damage by frost, by either draining down all water supplies in or serving the Property and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Property is vacant.

- 1.28 To keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters down pipes and gullies on or serving the Property and to indemnify the Landlord for any damage cause by any breach of this stipulation; the Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; the Tenant agrees that during winter months to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.
- 1.29 Not to use the Property for any illegal, improper or immoral use or use or consume in or about the Property any prohibited or controlled substances or of the drugs mentioned in the Misuse of Drugs Act 1971.
- 1.30 Not to install or change any locks at the Property without the Landlord's prior written consent. If any additional keys are made then the Tenant will delivery all keys to the Landlord at the conclusion of the Tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong. If any lock is installed or change at the Property without the Landlord's prior written consent then the Tenant will immediately remove them and replace them with the same locks if required by the Landlord and to fix a the Tenant's own expense any resulting damage.
- 1.31 Not to keep any animals, reptiles or birds at the Property without the Landlord's prior consent in writing (consent not to be withheld unreasonably). If the Landlord finds that a Tenant has keep any animal, reptile or bird at the Property then the Tenant agrees to have the Property professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to indemnify the Landlord for any costs due to any breach of this stipulation.
- 1.32 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance at the Property. In the event of any breach of this stipulation, the Tenant agrees to pay the Landlord for any costs that the Landlord may incur as a result of the Tenant (or the Tenant's guests) smoking at the Property. This includes but is not exclusive to any cleaning and/or redecoration costs, and any damage to the Property, fire alarm system, fire heads, fire panels or smoke alarm systems.
- 1.33 Not to use or occupy the Property in any way whatsoever other than as a private residence and to inform the Landlord of the identity of all occupants.
- 1.34 To maintain the property in a clean, hygienic and rubbish free condition for the duration of the tenancy, taking steps to avoid obstruction of fire exits and conditions posing risk of fire or infestation by pests .Should any infestation occur, the Tenant must maintain high standards of cleanliness to help ensure the effectiveness of any treatment the Landlord may carry out. The Landlord may employ a cleaner or pest control company at the expense of the Tenant at any stage if an acceptable condition is not maintained.
- 1.35 To dispose of rubbish and recycling materials in accordance with the Environmental Protection Act 1990. This includes: to correctly dispose of items into an appropriate rubbish bin or recycling container; to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin (where appropriate); to put bins out for collection on the correct collection date; not to place bins on a public highway; and not to block drains with food and debris. If a drain becomes blocked as a result of food and debris disposal, then the Landlord may issue a charge to the Tenant for cleaning of the drain.
- 1.36 To keep the front and rear yard (if applicable) of the Property in good condition and repair and properly cultivated.
- 1.37 Not to keep any inflammable or dangerous substances and equipment at the Property; not to keep or use any paraffin heater, liquefied petroleum, gas heater, portable gas heater or halogen heater in the Property, and not store or bring any articles of an especially combustible or inflammable or dangerous nature in to the Property whereby any insurance on the Property may become void or voidable or where the rate of premium may increase.
- 1.38 Not to alter or modify in any way whatsoever any fixed, or portable (if present), electrical installation at the Property.
- 1.39 To make good, or pay for, (or to compensate the Landlord in damages for his loss) any failure by the Tenant to comply with the obligations set out in this section of this Part of the Tenancy. If made good, this must be to the satisfaction of the Landlord as specified in writing.
- 1.40 Not to do anything at the Property that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Property or any adjoining or neighbouring Properties or occupiers. Not hold or conduct any social gathering at the Property or play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Property or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent Property. This applies particularly at night after 10.30pm.
- 1.41 To follow any advice and guidance given by the Landlord and its Maintenance Team, whether written or verbal, in respect of residing at, use and misuse of the Property. This includes information given in the Tenant Information Guide and any other guides, letters, emails or other correspondence sent to the Tenant during the Tenancy. If

advice is not followed the Tenant agrees to pay to the Landlord all reasonable costs, charges and expenses incurred by the Landlord as a result of the Tenant not following such advice. This advice includes but is not exclusive to pest control, security, drying clothes and condensation, fire safety procedures, noise, cleanliness, disposal of items down toilets, misuse and care of appliances, misuse of fire alarm and detection system including smoke-heads and fire equipment, internet service and equipment, and any breach of the Tenant's Obligations in this Tenancy.

- 1.42 To agree that any items left in a building's communal areas (porch/hallway) during the Tenancy shall be deemed surplus to requirements and agree that the Landlord may remove and dispose of such items at any time.
- 1.43 On vacating the Property, to clean the Property including all bedrooms and communal areas. This includes but is not exclusive to floors, appliances, windows, removing marks off walls, defrosting the fridge/freezer, disposing of food, bedding and rubbish. To remove all personal belongings from the Property and yard and put all rubbish into rubbish bins. If additional rubbish or bags are left outside rubbish bins to pay for their disposal. To leave original furniture and fittings in their original place, and if you have carried out any decoration to ensure all rooms are restored to their original colour and condition. Not to leave any Tenant's own furniture in the Property. To return all keys to the Property on or before the Expiration Date. To pay the all of the Landlord's reasonable costs and expenses as a result of any breaches of this clause.

### Access and Inspection

- 1.44 In order to maintain the Property in good repairing order at all material times the Tenant agrees to allow the landlord to inspect the Property every two months from the date of the commencement of this Agreement under s11 of the Landlord & Tenant Act 1985. The Landlord will give the Tenant 24 hours notice of his intention to enter the Property and, by signing this Agreement, the Tenant gives permission for the landlord to enter in his/her absence to inspect the Property and ascertain the state of repair and to carry out, if any, the repairs and maintenance.
- 1.45 To allow the Landlord access to the Property to carry out any essential repairs and maintenance without notice. When the Tenant reports a repair or maintenance request to the Landlord they hereby give permission for the Landlord to access the Property as required to ascertain the state of repair and maintenance required and carry out, if any, any works required.
- 1.46 In case of any emergency, to allow the Landlord or anyone with the Landlord's permission to enter the Property at anytime of the day and night.
- 1.47 To allow the Property to be viewed at all reasonable times by prior notice given by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective Tenant or purchaser the Property for re-letting or selling of the Property, provided the Landlord has given notice of entry (except in an emergency or exceptional circumstance). Notice is deemed served if sent to the Tenant (one or more household members) by email, letter, sms text message. In cases where a room becomes vacant during the Tenancy and the Tenant does not cover the cost of the vacant room, to allow accompanied access to the Property without notice.

### Insurance

- 1.48 Not to do anything that in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.
- 1.49 To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with clause 1.41 of this Agreement.
- 1.50 To inform the Landlord within a reasonable time of the Tenant becoming aware of any loss or damage to the Property or Fixtures & Fittings.
- 1.51 To provide the Landlord with details of any loss or damage notified within a reasonable time of the Tenant becoming aware of any loss of damage has occurred.
- 1.52 The Tenant is strongly advised to insure his belongings with a reputable insurer, including insurance for accidental damage, caused by the Tenant during the Tenancy to the Premises or the Fixtures and Fittings. To avoid any doubt between the Parties the Tenant is warned that his belongings are covered by the Landlord's Insurance Policy.

### Assignment

- 1.53 Not to assign, sublet, charge or part with or share possession or occupation of the Property with any other person without the prior written consent of the Landlord, which shall not be unreasonable withheld. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.
- 1.54 Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant on this Agreement any permitted children to occupy or reside in the Property up to a maximum of 1 including children unless the Landlord has given written consent, which shall not be unreasonable withheld.

**General**

- 1.55 To declare any conviction, whether spent or current, to the Landlord.
- 1.56 Only with the Landlord's expressed written permission is the Tenant permitted to change the supplier of electricity and the Tenant shall not do anything to cause disconnection of the utility services or telephone service to the Property.
- 1.57 Not to supply the Landlord's or Agent's contact details to any third party without specific consent. Police, Fire and Local Authority accepted.
- 1.58 When the Tenancy comes to an end, to remove all of the Tenant's goods belonging to him or of the Tenant's household prior to the termination of this Agreement. If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Property at the time of the expiration or sooner of the tenancy, the Tenant agrees to pay the landlord damages at a rate equal to the daily rent payable for the Property until the Tenant has removed all such goods, and to pay to the Landlord any additional reasonable expenses incurred by the Landlord as a result of a breach of this stipulation. The Tenant can remain liable for the rent and utility charges at the Property until such time as the Property has been returned to the Landlord without further hindrance by the Tenant or any other occupier at the Property.
- 1.59 The Tenant agrees that any personal items left behind at the end of the Tenancy after the Tenant has vacated the Property shall be considered abandoned if they have not been removed at the end of the Tenancy. After this period the Landlord may remove or dispose of the items as he sees fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the deposit held, and the Tenant shall remain liable for any balance.
- 1.60 To return keys of the Property to the Landlord on or before the end of the tenancy. To pay for any reasonable charges, costs and expenses incurred by the Landlord in securing the Property against re-entry or providing keys to future Tenants where the keys have not been returned by the Expiration Date. The minimum cost of a late key return is £50 plus any other costs incurred by the Landlord as a result of this breach.
- 1.61 To leave the Landlord's contents and effects at the end of the Tenancy in the same places in which they were positioned at the commencement of the tenancy.
- 1.62 As soon as is reasonably practicable just before or immediately after the end of the Tenancy to provide to the Landlord a forwarding or correspondence address. The Landlord may use this address for forwarding any correspondence, including utility bills, to the Tenant.
- 1.63 To indemnify the Landlord and/or his agent against personal injury to the Tenant/s and damage to their possessions or their visitor/s or guests at any time. It shall be the duty of the Tenant to make sure that he/she take out appropriate insurance cover for personal injuries and contents insurance naming the Landlord as an interested person on the policy and shall not make any claim against the Landlords' insurance for any damage to his person or personal effects.
- 1.64 Where the Landlord is entitled to do anything at the cost or expense of the Tenant the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the deposit.
- 1.65 To forward all correspondence that arrives at the Property but is addressed to the Landlord on to the Landlord's address or to inform the Landlord that it is ready for collection from the Property.

**2 The Landlord's Obligations**

- 2.1 The Landlord agrees that, providing the Tenant does not breach any of his obligations in this Agreement, the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 2.2 To insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
- 2.3 To keep in repair: the structure and exterior of the Property (including drains, gutters and external pipes); the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and the installation at the Property for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items.
- 2.4 The Landlord will not be required to: carry out works for which the Tenant is responsible by virtue of his/her duty to use the Property in a Tenant-like manner; reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to any deliberate damage or destruction by the Tenant; rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

### 3 Ending this Agreement

- 3.1 The Tenant cannot normally end this Agreement before the end of the Term. However, if the Tenant can find a suitable alternative Tenant, and provided this alternative Tenant is acceptable to the Landlord the Tenant may give notice to end the Tenancy on a date at least one month from the date that such approval is given by the Landlord. An administration charge of £30 applies which the Tenant must pay. The Tenant shall not normally incur any other charges for this, providing that the Tenant has taken full responsibility for organising their replacement, in line with the Landlord's advice. On the expiry of such notice and provided any outstanding charges on the account of the Tenant have been settled, the tenancy shall end. In circumstances where charges have been incurred by the Landlord, the tenancy shall end provided that the Tenant pays to the Landlord expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative Tenant. This same clause applies if the Tenancy is joint and wholly liable and an individual household member wishes to end his share of the Tenancy. In these cases, written permission from all remaining Tenants in the form of a Deed of Assignment must be given as well as that of the Landlord. The administration charge is applied to each change of household member. The outgoing and remaining Tenant(s) accept that if no suitable replacement is found all Tenant(s) remain joint and wholly liable for all terms and conditions under this Agreement.
- 3.2 With agreement from the Landlord, the Tenant may be permitted to stay on after the end of the fixed Term. In such instances, the Tenancy may continue but will run from month to month (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's notice to the Landlord.
- 3.3 With the Landlord's prior consent, the Tenant may be permitted to sign up for a new tenancy on the full Property at the end of the fixed Term.
- 3.4 Forfeiture: If at any time any part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not); there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or; any of the grounds which relate to breach of any obligation by a Tenant contained in the Housing Act 1988 Schedule 2 as amended by the Housing Act 1996 apply, then the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

### 4 The Deposit

- 4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his possession monies in respect of the Deposit.
- 4.2 The Landlord acknowledges that the Deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the Housing Act 2004. Subject thereto the Landlord shall have right to claim against the deposit for: any damage, or compensation for damage, to the Property, its fixtures or fittings or for missing items for which the Tenant may be liable; the fair costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Property, its fixtures and fittings, and any additional charges made by the Landlord relating thereto or by legal advisers; 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; any rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.
- 4.3 Details of the Tenancy Deposit Scheme to which the Landlord subscribes is My Deposits (trading name of Tenancy Deposit Solutions) receipt whereof the Tenant hereby acknowledges.
- 4.4 The Deposit will be refunded to the Tenant when this Agreement ends and the Tenant leaves the Property, as long as the Tenant has kept to all the agreements and conditions and has paid all rent, bills, rates and any other charges due on the Property. If they do not do so, the Landlord may take from the Tenant's deposit any rent owed to the Landlord, or other money legally owed to the Landlord, reasonable compensation if they have broken any of the agreements, or the reasonable cost of making good any damage to the Property or its items which is not caused by fair wear and tear. The Landlord is entitled to keep the deposit until the Tenant has produced satisfactory proof that they have paid for the utility bills (electricity, gas, water, phone) and council tax for the Property. If they fail to do so, the Landlord may choose to pay any charges the Tenant owes from their deposit.

- 4.5 If the Tenants fails to attend any inspection that they have been invited to by the Landlord the Tenant agrees to any damages and charges identified on inspection and accepts that these will be deducted from the deposit held.
- 4.6 Under no circumstances may the Tenant treat any deposit payment as rent.
- 4.7 The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, or to Utilities/Services companies in respect of outstanding bill payments, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under this Agreement.
- 4.8 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

## 5 Other Provisions

- 5.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord above.
- 5.2 Any notices or other documents shall be deemed served on the Tenant by either being left at the Property in the presence of a witness or sent to the Tenant at the Property by ordinary first class post. Any notices for viewings on the Property shall be deemed served if delivered to any one or more Tenants by telephone call, email, letter or SMS text message on the day of being served.
- 5.3 Information provided under the performance of this Agreement may be shared with other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Housing Benefit departments, debtor and tracing agents and alike, and mortgage lenders.
- 5.4 Where an internet service is available at the Property, the Landlord accepts no responsibility or liability for the service or any issues associated with its provision or availability. For technical support, the Tenant is responsible for contacting directly the internet service provider in the first instance. If the Tenant is not satisfied with any internet service available at the property the Tenant agrees to arrange for their own internet service provider at their own expense and time. If the Landlord provides any advice or guidance in respect of an internet service available the Tenant agrees to adhere to such advice and will be responsible for any reasonable costs and expenses incurred by the Landlord if not adhered to. Any internet service available is not included in the rental charge.
- 5.5 Where an internet service is provided, the Tenant must not carry out any illegal activity using the internet connection and liability for any online activity lies wholly with the Tenant.
- 5.6 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Property, which may reasonably affect the Property, the Tenant will as soon as is reasonably practical after receipt send such notices and or document to the Landlord.
- 5.7 For stamp duty purposes the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.
- 5.8 The Landlord shall be entitled to have and retain keys for all the doors to the Property and shall be entitled to use these to enter the Property to carry out viewings for prospective Tenants, any maintenance repairs and for use in any emergency.
- 5.9 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).
- 5.10 Where the context so admits: The 'Landlord' includes the persons from time to time entitled to receive the Rent; The 'Tenant' includes any persons deriving title under the Tenant; The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property; All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow to permit the breach of that obligation; All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

## 6 Guarantor

If there is a guarantor he guarantees that the Tenant will keep to his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any amount that the Tenant owes.

**Additional Provisions if any:**

**Signed by the Landlord(s):** \_\_\_\_\_

**Signed by the Tenant(s):**

SAMPLE