

# ASSURED SHORTHOLD TENANCY AGREEMENT

[This document should not be used to create a tenancy where the initial fixed term is to be for more than three years;  
you should consult a Solicitor, as such an agreement must be created by Deed]

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## IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

**If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.**

DATE OF THIS AGREEMENT:

TENANCY PARTICULARS

1. LANDLORD	(i) NAME	
	(ii) ADDRESS	
2.1 TENANT	(i) NAME	
3.	PERSONS PERMITTED TO RESIDE	
4.	PROPERTY	66 Alexandra Road Reading Berkshire RG1 5PP
5.	TERM A TERM OF	12 months
	COMMENCING ON AND INCLUDING	1 <sup>st</sup> July 2012
	TERMINATING ON AND INCLUDING	30 <sup>th</sup> June 2013
6.	TYPE OF TENANCY	Assured Shorthold Tenancy
7.	THE RENT	(i) AMOUNT Per Calendar Month
	(ii) PAYABLE TO	Adams Estates
	(iii) MODE OF PAYMENT	The first months rent is payable upon signing this agreement. Subsequent rental payments payable on the first of every month
8.	DEPOSIT	(i) AMOUNT payable on 1 <sup>st</sup> July 2012
	(ii) DEPOSIT HOLDER	Agent
9.	PROPERTY MANAGER	Adams Estates
10.	LANDLORD'S ADDRESS FOR SERVICE OF NOTICES	
11.	IS PART VI APPLICABLE	YES
1.	SPECIAL CONDITIONS AGREED WITHIN THIS TENANCY BETWEEN LANDORD AND TENANT	
12	This Tenancy agreement is subject to receiving signed guarantor agreements for all named tenant before the commencement of this tenancy.	Students that are normally resident within the UK will be asked to provide a Guarantor (usually a parent) who will agree underwrite your obligations under the terms of this tenancy agreement. Overseas applicants will be considered but may be required to pay an additional Deposit.

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## PART 1: DEFINITIONS & GENERAL INFORMATION

This agreement has been written using the principles of 'plain English'. Below are a list of definitions which will help explain some of the terms or expressions. This list is not exhaustive and you are recommended to seek advice on any terms which are not completely clear to you.

"Agent" means Adams Estates Ltd

"Deposit" is the sum set out in paragraph 8 of the Tenancy Particulars to be held by the Deposit Holder in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

"Deposit Holder" is the person or company set out in paragraph 8 of the Tenancy Particulars being the person or company who holds the Deposit under this Agreement.

"Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not. References to rents and other covenants on the part of the tenant contained in the agreement shall be limited to them as if the obligations there under were not joint and several and were limited to the tenant's share of rent.

"Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

"ICE" means the Independent Case Examiner of The Dispute Service Limited.

"Inventory and/or Schedule of Condition" means any document prepared by the Property Manager or the Landlord provided to the Tenant detailing the full content and condition of the Property. This document will be used at the end of the Tenancy and when you move out to assess the Property, its contents and condition.

"Joint and Several" means the property is let to the tenants on the understanding they are jointly, equally and severally responsible for rental payments, deposits held, damages to the property and final bills.

"Landlord" means the person(s) specified in the Tenancy Particulars and includes his successors in title to the Property, if, for example, the Property is sold during the Tenancy.

"Landlord's address for service" means the address to which formal notices from you should be sent, for example in connection with legal proceedings. Any such notices that the Landlord has to serve on you will be sent to you at the Property or delivered to the Property by hand.

"Prescribed Information" means the information set out in Part VII.

"Property" comprises the unit of accommodation described in the Tenancy Particulars, including the fixtures, fittings, furniture and other contents provided for the use of the Tenant and as specified in the Inventory and Schedule of Condition supplied with this agreement; and, where appropriate the garden and garage.

Where the Property is an apartment, the Tenancy includes the use of the shared areas of the building (in common with the occupants of other parts of the building) to the extent reasonably necessary for normal use of the apartment.

"Property Manager" means the person or company appointed by the Landlord to act on his behalf in relation to the letting and management of the Property and as set out in paragraph 9 of the Tenancy Particulars. In such circumstances, all contact is likely to be with the Property Manager rather than the Landlord, who will have given the Property Manager authority to deal with most aspects of the Tenancy, such as arranging repairs, receiving mail for the Landlord, collecting the rent, and dealing with any requests to or permissions sought from the Landlord. Please do not contact the Landlord directly unless the Property Manager asks you to do so.

The Landlord should inform you in writing if he appoints a different Property Manager during the Tenancy. If the Landlord does not appoint a Property Manager, any references in this agreement to 'we', 'us' or the 'Property Manager' should be understood to apply to the Landlord himself.

"Relevant Person" in the Prescribed Information means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor. References to the singular include the plural and references to the masculine include the feminine.

"Stakeholder" means as agent for the Landlord and the Tenant. A stakeholder can only act with the consent of both the Landlord and the Tenant. Deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties or from the Court or adjudication decision from TDS.

"Tenant" means the person(s) legally responsible for performing the obligations of the Tenant as set out in this agreement. If you are not the only Tenant (that is, more than one person is named as 'the Tenant' in the Particulars), then your obligations under

this agreement are 'joint and several'.

"TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.

"Tenancy Particulars" and the "Tenancy Notes" is the information provided to you prior to the start of the Tenancy or included in this Agreement.

"Term" or the "Tenancy" means the length of time that the Tenancy will continue for, as specified in the Tenancy Particulars.

"Utilities" means charges, rates or costs relating to telephone, gas, electricity, oil, water charges (including sewerage and environmental services) and council tax.

The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

'Mandatory Grounds'

Ground 2: at the start of the Tenancy the Tenant was advised that the landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

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 8 weeks rent is unpaid where rent is payable weekly or fortnightly (b) at least two months rent is unpaid if rent 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.

- Please understand that in signing the Tenancy agreement you are committing yourself to renting the Property for the full length of the Term, and unless the Tenancy agreement contains a specific provision permitting early termination, you have no right to terminate your Tenancy any earlier than the expiry date shown in the Tenancy Particulars.
- If consent is given to the Tenant to carry out any action or work by the Landlord or the Agent the Tenant is strongly advised to get consent in writing.
- Any reference to "you" in this Tenancy Agreement shall mean the Tenant and (if applicable) the Guarantor and all such obligations shall be Joint and Several.
- This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).
- It is important that you read this Tenancy Agreement carefully and ensure that you fully understand the rights and responsibilities of all parties.
- The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

PART II: TENANT'S OBLIGATIONS

The following paragraphs set out your obligations to the Landlord during the Tenancy: A: PAYMENTS

2. Deposit

- 2.1 Before your Tenancy begins you must pay the Deposit. The amount is specified in the Tenancy Particulars. This will be held by the Deposit Holder as Stakeholder. If the Deposit Holder is the Agent then it is confirmed that the Agent is a Member of the Tenancy Deposit Scheme. The Deposit is held as security against any breach by you of any of your obligations under this agreement (but it does not represent the maximum that you may have to pay in such circumstances, which will depend on the losses suffered or the costs incurred by the Landlord as a result of any breach). Any interest earned on the Deposit shall belong to the Deposit Holder.
- 2.2 After the Tenancy the Deposit Holder on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies required to compensate the Landlord for any damage or any other breach of the Agreement.

The Landlord or the Agent (as the case may be) shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

- 2.3 After the end of the Tenancy the Deposit Holder on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement and at the end of the tenancy once final bills have been paid and receipts provided to the landlord or his Agent within 14 working days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Deposit Holder may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
- 2.4 If the amount of monies that the Deposit Holder is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent (as the case may be) may require the Tenant to pay that additional sum to the Deposit Holder within 14 working days of the Tenant receiving that request in writing.
- 2.5 The Tenant is not entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement on the ground that the Deposit Holder holds the Deposit or any part of it.
- 2.6 The Deposit has been taken for the following purposes:
- 2.6.1 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.
- 2.6.2 The reasonable costs incurred in compensating the Landlord for or for rectifying or remedying any major breach by the Tenant of the Tenants obligations under the Tenancy agreement including those relating to the cleaning of the Property its fixtures and fittings.
- 2.6.3 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.
- 2.6.4 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 remain unpaid after the end of the Tenancy.
- 2.7 If the amount in dispute is over £5,000.00 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although with the written agreement of both parties the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee to be fixed by the Board of the Dispute Service Limited from time to time shared equally between the Landlord and the Tenant, The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 2.8 Protection of the Deposit
- 2.8.1 If the Deposit Holder is not the Agent then the Deposit must be held in either a custodial or insured scheme. The Landlord must supply details of which scheme he is using and the Prescribed Information with in 14 days after the 1<sup>st</sup> July 2011
- 2.8.2 If the Deposit Holder is the Agent then the Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN Telephone 0845 226 7837
3. Rent
- 3.1 A charge of £30.00 charge will be levied on all rent cheques returned unpaid or re-represented. Charges to be paid prior to next rent due date. The tenant will also be charged £5.00 per letter sent chasing the outstanding rent. You must pay the rent, in full, in advance, for each month of the Tenancy. The Tenancy Particulars specify the amount, the date in the month on which it is due, the method of payment required, and to whom it should be paid. After the initial installment, you will not usually receive a rent demand, but this is not a reason for failure to pay on or before the due date. Any payment of rent by a third party will be accepted as having been paid on your behalf. Please note that the Deposit may not be used by you to settle any part of the rent, at any time, without the written agreement of the Landlord or his Property Manager, only at the termination of the tenancy. If you pay the rent late, you will have to reimburse the Landlord for any costs directly incurred by him as a result. For example, if your bank returns a cheque of yours unpaid, or refuses to honour an arrangement to pay by Direct Debit or Standing Order, you must reimburse the Landlord or the Agent or the Property Manager (as the case may be) for any bank charges that he has to pay in consequence.
- 3.2 You must reimburse the Landlord or the Agent or the Property Manager (as the case may be) for any bank charges that he has to pay in consequence.
- 3.3 A charge of £5.00 per day will be levied for late rent without an arrangement having been made Charges to be paid prior to next rent due date.

- 4 Utilities
- 4.1 The Property Manager will advise the gas or oil (if any), electricity and water utility suppliers of the date on which your tenancy starts and ends. You will be responsible for paying all standard charges and all charges for the consumption of the gas or oil (if any), electricity, and water including sewerage and environmental charges used in the Property during your Tenancy, and must settle the bills promptly with the supply companies. You will be responsible for transferring the telephone(if required), gas, electric account to your name at the start of the Tenancy and for paying for the use of the telephone and cable/satellite television services (if any), and must not allow any of these services to be disconnected during your Tenancy, nor allow the telephone number to be changed.
- 4.2 Where any bills for these services incorporate a standing charge for a period that overlaps the start or end of your Tenancy, you will only be responsible for the appropriate part of the standing charge. You must not change the supply of any of these services from one company to another without the Landlord's or Property Manager's permission. If you change the supplier you must give the name, address and account number of the new supplier to the Landlord or the Property Manager promptly. You may be charged the reasonable costs of transferring the accounts back to the original supplier at the end of the Tenancy.
5. Council Tax  
You will be responsible for paying council tax to the Local Authority. The Property Manager will advise the Local Authority of the date on which your Tenancy begins and ends.You must reimburse the Landlord for any council tax that he is required to pay by the Local Authority for any period during your Tenancy.
6. Television Licence  
You will be responsible for paying for a television licence for the Property, whether any television set is provided by you or the Landlord.If you rent a television set or other video/audio equipment is rented you will be responsible for returning it in good order to the hire company on or before the termination of your Tenancy.
7. The Guarantor (if any) guarantees to the Landlord that the Tenant shall observe and perform the obligations within this Agreement and if the Tenant fails to so observe and perform those obligations then the Guarantor shall observe or perform them.

#### B: INITIAL CONDITION OF THE PROPERTY

1. Moving In  
You will be provided with an Inventory (list of contents) and a Schedule of Condition of the Property upon the commencement of the Tenancy.It is in your own interest to check it thoroughly as soon as you move in. If you find any discrepancies or disagree with any of the comments, say so in writing within 7 days of receiving the Inventory, otherwise it will be assumed that you agree with it. Please return the signed Inventory to the Property Manager.
- 1.2 Should the property not be in the satisfactory condition at the commencement of the tenancy due to the changeover, the landlord has maximum of 7 days to bring the property to a satisfactory condition.

#### C: CARE OF THE PROPERTY DURING THE TENANCY

1. General
- 1.1 You should treat the Property and contents as carefully as a reasonable person would treat his own and in any event in a proper and tenant like manner. You will be responsible for making good or paying for any loss or damage (over and above normal wear and tear) to the Property and contents that is caused by you, or anyone that you invite into the Property.
- 1.2 If you fail to do so, we may, after reasonable notice to you, arrange the necessary work ourselves (which may mean employing agents and contractors), and charge the cost to you accordingly.
- 1.3 Light bulbs and batteries for smoke alarms will require replacement from time to time, with normal use. These are not faults in the Property and you are responsible for replacing them whenever necessary. The same applies to the need to top up dishwashers with salt and rinse aid regularly, and to clean washing machine filters and soap dispensers periodically if the appliance instructions require it.
2. Instructions – Heating, Hot Water & Domestic Appliances  
The Landlord will, where possible, provide a set of instructions for the heating system and domestic appliances. Please read them carefully and keep them safely; not only will this help you, but if they are missing at the end of the Tenancy, you may be charged up to £20 (including VAT) for replacing part or all of them.
3. Cleaning  
You must keep the Property and contents in the same good, clean and tidy condition that they are in at the start of your Tenancy, as recorded on the Inventory check-in. You should clean the windows, inside and out, regularly during the Tenancy and at the end of the Tenancy

4. Garden
  - 4.1 If the Property has a garden, you must keep it in good order, or pay someone to do so. The lawn should be mown regularly in season and flowerbeds weeded. You should not alter the arrangement of the garden by planting or removing plants or trees.
  - 4.2 In extended warm weather conditions you should take reasonable steps to water lawns, plants and bushes, subject to any local water usage restrictions in force at the time.
  - 4.3 Landlord agrees to provide necessary tools in order for the tenants to maintain the garden. The Landlord or his Agent assumes no liability for any injury to the tenants when using garden maintenance tools including power tools.
5. Smoking

You must not smoke tobacco or any other substances in the Property, nor allow guests to do so. Smoking causes the decoration to deteriorate much more quickly and you may be liable to pay for making the Property good at the end of the Tenancy which may include (but not be limited to) redecoration the professional cleaning of curtains and soft furnishings that may not otherwise be necessary.
6. Reporting to the Landlord

You must promptly report to the Property Manager any necessary repairs to the Property and any electrical problems with wiring plugs or appliances for which the Landlord is responsible; any failure to do so may make you liable for the cost of the repairs involved.
7. Access for Inspections & Repairs
  - 7.1 You must allow the Landlord, Property Manager, and repair contractors reasonable access to the Property from time to time, during normal working hours, to inspect its condition and to carry out any repairs and maintenance that become necessary. If the Property is an apartment, this may include allowing access for work to the common parts of the building as well. You will be given at least 24 hours' notice of the dates and times when access is required, unless there is an emergency where any delay might result in further damage to the Property (for example, a burst pipe).
  - 7.2 As a result of these visits, the Landlord or the Property Manager may give you a written statement of any damages, cleaning, defects or other alleged breaches of the Agreement allowing you to rectify these problems, within a reasonable time scale prior to a follow-up inspection.
  - 7.3 If the necessary works have not been completed by you, the Landlord or Property Manager may organise the works to be carried out at your expense.
8. Redecoration

You must not alter the Property or redecorate it during your Tenancy, without obtaining the Landlord's or Property Manager's written consent in advance, or you may be liable for the cost of returning it to its original condition.
9. Furniture

If the Property is furnished, you must not bring additional furniture into the Property without the prior written consent of the Landlord or Property Manager; nor must you remove any of the Landlord's furniture in the Property into store (which includes into the garage if there is one) without his or the Property Manager's prior written consent. At the end of the Tenancy all items as detailed on the Inventory and/or Schedule of Condition must be restored to their original position as at the start of the Tenancy. You will be charged for the cost of the labour involved if you fail to do so.
10. Accidental Damage
  - 10.1 You will be responsible for the cost of making good accidental damage to the Property to the extent that the Landlord cannot recover it from his insurers because of something you have done. This might happen, for example, if you left candles burning at night, and there was a fire as a result. You also need to replace any broken glass promptly and in a proper and workmanlike manner after damage has occurred.
  - 10.2 You must inform the Landlord or his Property Manager immediately if there is any accidental damage to the Property for which you do not accept responsibility, for example a fire, or a burst pipe. Any delay may make it difficult or impossible for the Landlord to claim on his insurance, which could leave you liable for the cost of making good the damage.
  - 10.3 The Landlord's insurance will not extend to items that you bring into the Property. You should insure these yourself, if desired.
11. Drainage

While the Landlord is responsible for rectifying genuine faults in the drainage system such as cracked pipes, you are responsible after the first four weeks of the tenancy for clearing blockages caused by material that you have allowed into the drains, accidentally or otherwise.
12. Condensation
  - 12.1 You should ensure that the Property is sufficiently heated and ventilated to avoid condensation and mould growth. If there is excess condensation you must wipe down surfaces promptly with bleach or an anti-mould product to help prevent mould growth recurring. You may also be held responsible for making good any damaged areas as a result of your failure to heat and ventilate the Property. If you are in any doubt as to how to do so, please ask the Landlord or his Property Manager for advice.
  - 12.2 Please note that the drying of clothes inside the Property, except in areas designated for that purpose, should be avoided as it is likely to increase condensation.

- 12.3 Trickle vents shall be left open at all times and extractor fans in bathrooms and kitchens should be used to minimise condensation problems.
- 12.4 Curtains and blinds should be kept open during the day to help minimise any condensation and damp in the property.
13. Cold Weather  
During the winter months you must ensure that the Property is kept warm enough to avoid water freezing in the pipes and tanks. This is best done by leaving the heating system set to provide a constant minimum ambient temperature to be no less than 13 degrees centigrade.
14. Pictures  
You must not fix any pictures or other ornaments to the walls without the consent of the Landlord or his Property Manager. This is likely to be given on the strict condition that you use a reasonable number of proper picture hooks, not Sellotape, Blu-Tak or other similar products that damage the decoration when removed. You will be liable for the cost of making good such damage.
15. External Appearance  
You must not fix any flags, placards, signs or posters so as to be visible outside the Property. The windows and doors of the Property must not be obscured by anything other than domestic curtains and blinds.
16. Open Fires  
Only use the open fireplaces which have been expressly authorised by the Landlord or Property Manager. If there is a working fireplace, you should have the chimney swept after the winter period and in any event at the end of the Tenancy.
17. Storage  
You must not store coal, wood, fuel, motorcycles, cycles or other similar machinery in any part of the Property other than areas specifically designed and designated for that purpose.
18. Wooden Floors  
Where wooden floors are fitted, you should not wear stiletto heeled shoes nor any footwear that may damage the floors. Only soft-soled footwear should be worn. You should also ensure protective pads are added to the legs of all furniture. You will be charged for any such damage.
19. Alterations or Additions  
You must not make any alterations or additions to the Property or erect any new buildings or structures nor damage or allow others to damage any walls or timbers of the Property.
20. Television & Wiring  
You must not erect a satellite dish or any electronic reception device or install or alter any wiring at the Property without the prior consent of the Landlord or Property Manager. If at the end of the Tenancy any installations or wiring is removed by your choice or the Landlord's the cost of making good will fall to the Tenant.

1. D: USE OF THE PROPERTY DURING THE TENANCY

- General
- 1.1 The Property is to be used as your private residence for you and your family only. You must not, without the prior consent of the Landlord or Property Manager, share it with anyone else who is not a 'person permitted to reside' as detailed in Part 3 of the Tenancy Particulars sub-let part or all of it, take in lodgers, or allow friends to live in it with you, or seek to transfer your Tenancy to anyone else.
  - 1.2 You must not, without prior consent of the Landlord or Property Manager, carry on any type of business from the Property. It has been let to you for residential use, and any business use is likely to contravene local planning regulations and the Superior Lease (if the Property is an apartment) as well as this Agreement.
2. Security
- 2.1 You must always leave the Property locked and secure when you are away from it, for however short a period. This includes using any burglar alarm in accordance with the instructions provided. Failure to do so may make it difficult or impossible for the Landlord to claim on his insurance, which could leave you liable for the cost of making good any damage or loss suffered by the Landlord through a break-in. You should ensure that you are familiar with the operation of any alarm system, as otherwise you may be liable for the costs of attending false alarms by the police or alarm company.
  - 2.2 You are not permitted to change the burglar alarm code without prior permission of the Landlord or Property Manager. If permission is granted the Landlord and the Property Manager must be notified immediately of the new code.

- 2.3 At the commencement of the Tenancy you will be provided with one set of keys for each Tenant at the Property. You must take good care of these and return all sets complete at the end of the Tenancy. If you do not, you will be liable for the cost of changing the relevant locks.
- 2.4 You must not alter, change or install additional locks on any doors or windows or have additional keys made for existing locks without the prior consent of the Landlord or his Property Manager. If permission is granted, copies of new keys for new locks must be provided to the Landlord or Property Manager.
- 2.5 At the end of the Tenancy all additional keys along with the originals must be handed back to the Landlord or Property Manager.
- 2.6 If security fobs remote controls or other security devices are given to you at the start of the Tenancy all must be returned at the end of the Tenancy. If you fail to return them you will be charged for replacement of any device.
- 2.7 The tenants will pay a £30.00 charge for any unnecessary callouts including lockouts letting the tenants back into the property or room. For replacement of any keys there will be a £50.00 charge,
3. **Temporary Absences**  
If you will be leaving the Property vacant for 14 days or more, for example to go on holiday, you must inform the Property Manager in advance, in writing. This is to ensure that the Landlord can comply with the terms of his insurance policy. If the insurance policy has any requirements relating to empty properties you must comply with them. A copy of the relevant sections of the policy will be given to you at the start of the Tenancy or shortly thereafter upon request.
4. **Pets**  
You may not keep any pets at all in the Property except with the prior consent of the Landlord or Property Manager. There are likely to be conditions attached even if consent is subsequently given if the pets are capable of fouling or damaging the Property or contents. If you keep pets without consent, as well as having to remove them without notice, you are likely to have to pay or additional cleaning works or replacements at the end of the Tenancy, for example treatment if carpets and soft furnishings against flea infestation.
5. **Communal Areas**  
If the Property is an apartment, there may be additional rules for the use of the building that are imposed upon all the occupiers by the owners of the whole building. If so, the Landlord or Property Manager will obtain for you a copy upon request and you must abide by them. Typically these include restrictions on noise, and rules on how the common areas are to be used, for example limits on car parking.
6. **Neighbours**  
You must have reasonable care and consideration for your neighbours, particularly if the Property is an apartment. You must not at any time cause a nuisance or annoyance to neighbours or other occupants of the building, nor play music, have visitors and make any other noise which is audible outside the Property between the hours of 2300 and 0900.
7. **Waste**  
You are responsible for disposing of your personal and household waste in accordance with the Local Authority guidelines.
8. **Dangerous Substances**  
You must not use illegal drugs in the Property, or allow them to be used by others; nor keep anything dangerous or flammable in the Property, such as gas cylinders or liquid fuel apart from those required for general household use.
9. **Mail for the Landlord**  
You must forward immediately to the Landlord or Property Manager any notices, orders or other important mail affecting the Property, for example planning applications issued by the local authority and also any mail addressed to the Landlord.
10. **Selling/Reletting the Property**
- 10.1 During the last 7 months of the Tenancy, whenever it ends, you must allow the Landlord, Property Manager and any other agents appointed by the Landlord or the Property Manager reasonable access upon prior appointment to the Property to show it to prospective Tenants, occupiers or purchasers upon being given at least 24 hours notice where possible.
- 10.2 During this period the Landlord or Property Manager may also arrange for a 'To Let' or 'For Sale' board to be erected outside the Property.
11. **Early Termination of your Tenancy**  
This is a fixed term Tenancy agreement and unless stated to the contrary there is no provision to terminate this Tenancy earlier than the termination date set out in the Tenancy Particulars. If, however you wish to surrender your Tenancy and Part VI is deemed to apply as stated in the Tenancy Particulars on the first page then please see the section in this agreement entitled "terminating your tenancy early".
12. **Insurance**  
You must not do anything to compromise or invalidate the head landlords insurance in the case of a leasehold property nor cause the insurance premiums to be increased above the reasonable level to be expected for the Property.

PART V: ADDITIONAL CLAUSES ONLY

If Part VI is not applicable as stated in paragraph 11 of the Tenancy Particulars then:-

1. During the months of January to July inclusive of the Tenancy in addition to the period in paragraph 10 of Part II clause D you must allow the Landlord, Property Manager and any other agents appointed by the Landlord or the Property Manager reasonable access upon prior appointment to the Property to show it to prospective Tenants, occupiers or purchasers upon being given at least 24 hours notice and during this period in addition to the period in paragraph 10 of Part II of clause D the Landlord or Property Manager may also arrange for a 'To Let' or 'For Sale' board to be erected outside the Property.

#### E: AT AND AFTER THE END OF THE TENANCY

1. General  
At the end of the Tenancy, whenever it occurs, you must hand back the Property and contents in the same condition that they were in at the start of the Tenancy, except for the reasonable wear and tear caused normal use. This includes putting the contents back where they were at the outset, if you have moved them to another room in the meantime. Failure to do so will result in you being charged the cost of the work involved.
2. Cleaning & Gardening  
2.1 You should also ensure:-
  - 2.1.1 That the Property and all curtains, carpets and bed linen are cleaned to a professional standard or pay for the professional cleaning of them and that they are left in the same clean condition that they were at the commencement of the Tenancy.
  - 2.1.2 That the garden is in reasonable order for the time of year.
- 2.2 If you do not comply with the above, you will have to reimburse the Landlord for the costs of putting the Property and contents back into good order, which may include Property Manager's and contractors' reasonable charges for arranging the work.
- 2.3 The Property Manager can arrange specialist carpet and upholstery cleaning and supply general cleaners if you need help. Please notify the Property Manager well in advance to ensure a reservation.
3. Inventory Check Out  
The Inventory provided at the commencement of the Tenancy will be checked with you again at the end of the Tenancy, by appointment, but not before you have removed all your possessions and are ready to hand back the keys on the last day of your Tenancy. In some cases it may not be possible to check the Inventory immediately, for example if you are moving out over a weekend, and so an appointment will be made to check it with you as soon as possible afterwards. It is obviously in your own interest to attend and if you do not keep to a mutually agreed appointment, the Inventory may be checked in your absence.
4. Return of the Deposit
  - 4.1 Provided that you abide by the terms of the Tenancy, and no damage other than reasonable wear and tear is found at the Inventory check-out, the Deposit will be refunded to you in full, without interest, as soon as practicable after the end of your Tenancy. Whenever possible payment of the deposit or any balance of it, will be made within 14 working days of the Landlord and Tenant agreeing the allocation of the deposit.
  - 4.2 If it is found at the inventory check out that there has been damage to the Property, or some items are missing, or the Property is not clean or there are other defects for which you are responsible, the Landlord or Property Manager will assess the cost of rectifying the situation and advise you accordingly of the deductions to be made from the Deposit. How long this takes will depend on what is involved: for example, assessing damage to antique furniture can take some time if an expert's advice has to be obtained.
  - 4.3 The Deposit Holder will endeavour to refund the Deposit in the way you want it (e.g. cheque, direct to your bank, credit card) but for security reasons we cannot refund Deposits in cash.  
At the end of the Tenancy
  - 4.4 The Property Manager must tell you within 14 working days of the end of the Tenancy if he proposes to make any deductions from the Deposit provided that such period shall be extended by such reasonable period as is necessary should there be the need to take experts advice as envisaged in the previous clause.
  - 4.5 You must tell the Property Manager within 28 working days of the end of the Tenancy if you accept the deduction from the Deposit or not.
  - 4.6 If there is no dispute the Deposit Holder will keep or repay 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 within 14 working days of the Landlord and you agreeing the allocation of the Deposit.
  - 4.7 You should inform the Property Manager in writing if you intend to dispute any of the deductions regarded by the Landlord or the Property Manager as due from the Deposit within

- 4.8 20 working days after the termination or earlier ending of the Tenancy and you vacating the Property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute, may refuse to adjudicate in the matter. If, after 20 working days following termination or earlier ending of the Tenancy and you vacating the Property and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and you over the allocation of the Deposit, the dispute will (subject to the paragraph below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the above clauses.
5. Forwarding address
- 5.1 You must provide the Property Manager with a forwarding address at the end of the Tenancy. We may release this address to the Landlord, third parties such as the local authority, and suppliers to the Property of water, gas, electricity, and telephone services, and to other bodies with a reasonable interest, for example a hire company from whom you have rented a television for the Property, legal advisers, debt collectors or credit agencies.
- 5.2 You should contact the Post Office to arrange for your mail to be re-directed from the Property, as the Landlord or subsequent tenant cannot offer to forward it to you.
- PART III: LANDLORD'S OBLIGATIONS

The following paragraphs set out the Landlord's obligations to you during your Tenancy:

1. General  
Provided that you pay the rent when due and observe the other obligations of the Tenant set out in this Agreement, you will be entitled to enjoy normal use of the Property as a private residence without interruption from the Landlord or anyone acting on his behalf, except as provided for in this Agreement.
2. Property Outgoings  
The Landlord will pay any charges taxes and bills relating to the Property that are not the Tenant's responsibility under this Agreement.
3. Tenants are responsible for payment of TV license and supplying TV aerial or TV supply via cable company
4. Shared Areas of the Building  
If the Property is an apartment, the Landlord will in so far as he is able ensure the head landlord keeps the communal parts lit and clean.
5. Insurance  
The Landlord will insure the Property (or where the Property is an apartment, ensure that the head landlord insures it), and his possessions in the Property, against the usual risks covered by a comprehensive household insurance policy. This will not cover damage caused by the Tenant, or caused to the Tenant's possessions. A copy of the relevant sections of the policy will be provided to the Tenant upon request. Tenants are responsible for insuring own belongings.
6. Repairs & Replacement  
The Landlord will maintain the structure of the building including drains, gutters and down pipes (or where the Property is an apartment, ensure that the freeholder/superior leaseholder maintains it), the heating and hot water systems, the sanitary appliances, the installations for gas, electric and water and the contents of the Property that belong to him, in good order throughout the Tenancy, repairing or replacing as appropriate. This will not apply to damage caused through neglect or misuse by the Tenant, for which the Tenant will be responsible. Compensation cannot be claimed for delays beyond the Landlord's control for example ordering parts needed.
7. Refunding the Rent  
The Landlord will return to you all or a proportion of the rent paid in advance for any period when the Property becomes partly or wholly uninhabitable, for example through insured risks such as fire or flood, provided that the Tenant has not caused or contributed to the damage through neglect or misuse of the Property. If the Property is not habitable within a month the Tenant may give immediate written notice to end this Tenancy.
8. Third party consents  
The Landlord will have obtained any consents necessary for this Tenancy, for example from the insurers, mortgagees, or freeholders/superior Landlords of the Property, before it commences, and will renew them if necessary from time to time to ensure that they remain in force throughout the Tenancy.

9. Safety Regulations
- 9.1 The Landlord confirms that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 9.2 The Landlord confirms that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
- 9.3 The Landlord confirms that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 9.4 The Landlord will ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme.
10. Head Lease
- 10.1 The Landlord will:
  - 10.1.1 Comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a head lease.
  - 10.1.2 Take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the head lease.
  - 10.1.3 Provide a copy of the relevant sections of the head lease to the Tenant at the start of the Tenancy upon request.
  - 10.1.4 Pay all charges imposed by any Superior Landlord for granting this Tenancy.
11. Inventory and Check Out
- The Landlord will pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
12. Possessions and Refuse
- The Landlord will remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

#### PART IV: BREACHES OF THE TENANCY AGREEMENT

You should note that at any time the Landlord may seek to forfeit (terminate) your Tenancy before it expires, and repossess the Property, if any of the following events occur:

- the rent is unpaid fourteen or more days after it is due;
- you become bankrupt;
- you breach any of your major obligations under the Tenancy;
- any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

The Landlord cannot repossess the Property without first applying to the Court for an order requiring you to vacate it. The Court will notify you in advance of any hearing and you will have an opportunity to defend the case.

You should note that you may be liable for the costs of any legal advice or action that the Landlord has to take in the event that you breach the terms of the Tenancy, or any losses that he suffers as a result, even if the breach does not result in the Tenancy being terminated or the Landlord being given possession of the Property by the Court. This clause does not prejudice any other rights that the Landlord may have in respect of your obligations under this Agreement.

1. Removal of Goods
- 1.1 You will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Property which can be easily moved and stored and the Landlord removes them and stores them for a maximum of 1 month. Charges will only be incurred where the Landlord has given you written notice addressed to you at the forwarding address provided by you, or in the absence of any address after making reasonable efforts to contact you and you have failed to collect the items promptly thereafter.
- 1.2 If the items are not collected within 1 month of you being notified the Landlord may dispose of the items and you will be liable for all reasonable costs of disposal which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain your liability.
- 1.3 You will remain liable for rent and other monies under this Tenancy when the Property is left full of bulky furniture, or other bulky and heavy discarded items belonging to you which prevents the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed. The Landlord or the Agent may remove, store, or dispose of the items after giving you at least 14 days written notice, addressed to the Tenant at the forwarding address provided by you; or in the absence of any address after making reasonable efforts to contact you.

- 1.4 You will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
2. Data Protection Act 1998  
It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers or debt collectors.
3. Notices
- 3.1 The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is set out in clause 10 of the Tenancy Particulars.
- 3.2 The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Property by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- 3.3 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 10 of the Tenancy Particulars the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 10 of the Tenancy Particulars or the last known address if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

#### PART VI TERMINATING YOUR TENANCY EARLY

(NB: Only applicable if stated in Paragraph 11 on the first page)

#### Notes to Tenants:

If considering applying to surrender your Tenancy please read the notes below, which explain your responsibilities:

- The Tenancy Agreement makes the Tenant responsible for all of the Tenant obligations set out in the agreement until the Tenancy is formally brought to an end.
- Unless the Tenancy Agreement contains a break clause there is not an obligation upon the Landlord to agree to the Tenancy ending earlier than the end date in the Tenancy Agreement.
- With the Landlord's written consent the Tenant can ask the Property Manager to seek a replacement Tenant.
- Only when a replacement tenant has been found, who meets the requirements of the Landlord and the Property Manager who enters into a new tenancy, can a surrender of the existing Tenancy Agreement take place. Only when the surrender has taken place will the Tenant's obligations under the Tenancy Agreement end.
- To action your request to seek a replacement tenant we will require your written confirmation.
- This request confirms that you accept responsibility for our charges. These will be equal to one month's rent, plus VAT. Half of this fee is payable when you confirm your intention to surrender your Tenancy and the remainder payable once the Property has been re-let. The fee is non-refundable.
- Only when the initial sum has been received can we begin marketing.
- All negotiations with prospective replacement tenants must be handled by the Landlord or Property Manager.
- The proposed new Tenancy will be handled like any other tenancy application with the usual full referencing.
- The arrangements for the ending of your Tenancy and the vacation of the Property will be as laid out in our 'Inventory Check-Out Guide'.
- You will be required to vacate the Property five working days before the start of the replacement Tenancy. You will be responsible for all costs and the rent until the start date of this new tenancy.
- This section should be read in conjunction with our Tenancy Notes and the Tenancy Agreement.

Declaration

I/We have read and accept these terms as a condition of the early termination of the Tenancy Agreement

Signatures (all Tenants):		Print Names:	Date:
Signature (landlord)		Print Names:	Date: