

Terms and Conditions for an Assured Shorthold Tenancy

Section B: Tenant's Obligations

The Tenant agrees as follows:

1. The Rent

- 1.1. The Rent is payable in advance on the day of each month specified in this Agreement except that the first payment (or proportionate part of it) is to be made on the signing of this Agreement for the period to the day on which Rent should next be paid.

2. You are required to pay as follows

2.1. Rent

- 2.1.1. To pay the Rent at the times and in the manner specified above whether demanded or not;
- 2.1.2. To pay interest on any payment of Rent not made as set out in this Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 5 % above the Bank of England Base Rate.
- 2.1.3. To pay a late payment fee of £25 if rent is paid later than 5 working days after the rent due date. This fee may be waived if prior payment arrangements are made with the Landlord/Agent. Payment arrangements must be submitted and agreed in writing.

2.2. Charges payable by the Tenant

- 2.2.1. To pay all charges in relation to the supply and use of telephones, gas, oil, other fuels and electricity during the Tenancy, and not to cause or permit any such services to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary during or at the end of the Tenancy whether due to the actions or lack of action of the Tenant;
- 2.2.2. To pay the Council Tax and water rates including sewerage and environmental charges payable for the Property for the duration of the Tenancy (To include periods where the tenants abandons/ceases occupying the property without mutual surrender up until the end of the contractual tenancy) and any extension of it whether fixed term or periodic, or any other local government or national tax levied upon occupation or Tenancy;
- 2.2.3. To pay for the licence fee of any television set in the Property whether belonging to the Landlord or the Tenant payable for the Property for the duration of the Tenancy and any extension of it;
- 2.2.4. To pay for the regular emptying of any cesspit or septic tank during and at the end of the Tenancy;
- 2.2.5. To pay to the Landlord, or the Agent:

- all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:
 - recovering or attempting to recover any Rent or other monies in arrears;
 - the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;
 - the service of any Notice requiring possession when the Tenant has not complied with the conditions of the Notice;
 - the failure of the Tenant to comply with any obligations under the Tenancy Agreement, any Superior Lease or any insurance policy provided copies have been attached to this Agreement at Schedule 2;
 - any other costs or expenses arising from a breach of the Tenancy by the Tenant;
 - any commission paid to the Agent by the Landlord when the Tenant has vacated the Property early and a break clause does not apply;
- 2.2.6. To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any standing order or direct debit is withdrawn;
- 2.2.7. To pay the additional cost incurred by the Landlord, the Agent or the inventory clerk (if applicable) in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed first appointment;
- 2.2.8. To pay £30 inclusive of VAT for drafting each extension of the Tenancy;
- 2.2.9. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors;
- 2.2.10. To protect the Landlord from loss, arising from the Tenant's failure to comply with the terms of this Tenancy Agreement.

3. The Tenant must carry out the following undertakings

3.1. Care of the Property and the Contents

- 3.1.1. Not to damage, pull down, alter, add or in any way interfere with the construction or arrangement of the Property or the internal or external decoration or colours of it;
- 3.1.2. To take reasonable steps to keep the interior of the Property and the Contents in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear;
 - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Property;
 - repairs for which the Landlord has responsibility (these are set out in this Agreement);
 - damage to the Property or the Contents covered by the Landlord's insurance policy;
- 3.1.3. To inform the Landlord or his Agent promptly of any occurrence, disrepair or damage, within the Tenant's knowledge, which might cause harm to the Property, the Tenant or other persons having lawful access to the Property;
- 3.1.4. To report any disrepair or damage IN WRITING to the agent CLARITY LETTINGS
- 3.1.5. To agree that if the Landlord suffers any loss or damage directly from any action or lack of action of the Tenant, his family or visitors the Landlord will seek redress and compensation. This obligation does not remove the Landlord's liability under statute;
- 3.1.6. To take appropriate action in an emergency to prevent further damage to the Property but not otherwise to arrange or carry out repairs without first giving the Landlord notice and a reasonable opportunity to carry out repairs;
- 3.1.7. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary;
- 3.1.8. To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy (for all but the most extreme temperatures). Precautions to include leaving central heating on a minimum defrost setting throughout winter and turning off stop tap when leaving the property unattended for periods of longer than 48hrs;
- 3.1.9. To replace all electric light bulbs, fluorescent tubes and fuses;
- 3.1.10. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this Agreement;
- 3.1.11. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant;
- 3.1.12. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated;

- 3.1.13. To ensure that a reasonable level of oil is maintained in the oil tank (if applicable) at all times and to pay any costs incurred in rectifying the boiler and heating system if the oil runs out at any time;
- 3.1.14. To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors;
- 3.1.15. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks;
- 3.1.16. To leave the Contents at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

3.2. *Locks and alarms*

- 3.2.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night;
- 3.2.2. To set the burglar alarm (if applicable) when the Property is vacant;
- 3.2.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm;
- 3.2.4. To agree not to install or change any locks in the Property except in an emergency without the prior consent of the Landlord, or the Agent, which will not be unreasonably withheld;
- 3.2.5. To agree not to have any further keys cut for the locks to the Property without notifying the Landlord or the Agent of the number of additional keys cut.

3.3. *House plants and annual plants*

- 3.3.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant or annual plants in the garden that have been left in or at the Property, if the houseplant or annual plants die.

3.4. *Car parking*

- 3.4.1. To park private vehicle(s) only at the Property;
- 3.4.2. To park in the car parking space, garage or driveway (if any) allocated to the Property;
- 3.4.3. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors;
- 3.4.4. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy;
- 3.4.5. Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

3.5. *Refuse*

- 3.5.1. To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy;
- 3.5.2. To dispose of refuse in the dustbin or receptacle made available and dispose of it through the services provided by the local authority.

3.6. *To permit the Landlord entry to the Property*

- 3.6.1. To permit the Landlord, the Agent, any Superior Landlord, their agent, and all others authorised by them with or without workmen, and others at all reasonable times and with reasonable frequency during the Tenancy upon providing a minimum of 24 hours written notice (except in the case of emergency) to enter the Property for the following reasons:
 - 3.6.1.1. the Tenant has not complied with a written notice under this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;
 - 3.6.1.2. the Landlord, the Agent, the Superior Landlord, his agent, or an appointed contractor seeks to carry out work for which the Landlord or the Superior Landlord is responsible;
 - 3.6.1.3. a professional adviser has been appointed by or authorised by the Landlord, the Superior Landlord or the Agent to visit or inspect the Property;
 - 3.6.1.4. the safety check of the gas appliances, installations and pipework is due to take place;
 - 3.6.1.5. the Landlord, the Superior Landlord or the Agent wishes to inspect the Property;
 - 3.6.1.6. To permit the Landlord, any Superior Landlord and all others authorised by them during the last two calendar months of the Tenancy at reasonable times of the day and at weekends to conduct viewings of the Property with prospective purchasers or tenants by prior mutually agreeable appointment;
 - 3.6.1.7. To avoid any doubt, where a 24hrs written notice to obtain access is served to the tenant but ignored, failure to respond will be treated as though access is granted (unless we have reason to believe that the tenant is on holiday/in hospital/temporarily absent from the property when the notice is served)
 - 3.6.1.8. To permit the Landlord or the Agent to put up and maintain in a conspicuous part of the Property a notice that the Property is to be sold, let or otherwise dealt with.

3.7. *Gardens*

- 3.7.1. To keep the garden, window boxes (if any), paths and patios properly maintained, weeded and in a neat and tidy condition;
- 3.7.2. To keep any lawns properly mown and trees and shrubs pruned regularly during the growing season;

- 3.7.3. Not to cut down or remove any trees or shrubs;
- 3.7.4. Not to alter the layout of any garden without the Landlord's consent, not to be unreasonably withheld.
- 3.7.5. The tenant agrees to reasonably supervise any children using garden

3.8. *Glass*

- 3.8.1. To clean the windows inside and outside regularly and at the end of the Tenancy;
- 3.8.2. To replace promptly with the same quality glass any cracked or broken windows or door glass to the Property broken by the Tenant, his family or any visitors.

3.9. *Plumbing*

- 3.9.1. To take reasonable precautions to prevent any obstruction or damage to any of the plumbing, including drains, pipes, sinks, lavatories or cisterns at the Property. (The Landlord has a legal duty to repair and keep them in proper working order)
- 3.9.2. To clear or pay for the clearance of any blockage or overflow that occurs in any of the drains, gutters, downpipes, sinks, toilets, or waste pipes that serve the Property, if the blockage is caused by the negligence of, or the misuse by, the Tenant, his family or any visitors.

3.10. *Chimneys*

- 3.10.1. To use the chimney at the Property (if applicable) only with the written consent of the Landlord; such consent will not be unreasonably withheld if the chimney is safe to use;
- 3.10.2. To arrange to have the chimney swept either at the end of the Tenancy or, if the Tenancy should last longer than a year, each spring if any chimney is used for an open fire or wood burning stove.

3.11. *Utilities*

- 3.11.1. To notify the suppliers of gas, water, electricity, other fuels and telephone services to the Property that this Tenancy has started;
- 3.11.2. To apply for the accounts for the provision of those services to be put into the name of the Tenant;
- 3.11.3. Not to tamper, interfere with, alter, or add to, or allow any other person to tamper interfere with, alter, or add to the installations or meters relating to the supply of any utility services to the Property;
- 3.11.4. To agree not to install any pre-payment meter;
- 3.11.5. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier;
- 3.11.6. To provide the name, address and account number of the new supplier within a reasonable time of transfer;

- 3.11.7. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy;
- 3.11.8. To pay to the Landlord all costs incurred in the reconnection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with this Agreement or by anything done or not done by the Tenant;
- 3.11.9. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property;
- 3.11.10. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy;
- 3.11.11. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in this Agreement and to the local authority.
- 3.12. *To forward notices*
- 3.12.1. To send to the Landlord or the Agent promptly all correspondence for the Landlord including notices, orders or proposals affecting the Property and served there by any person, body or authority other than the Landlord or the Agent.
- 3.13. *Insurance and leaving the Property empty*
- 3.13.1. To notify the Landlord before leaving the Property vacant for any continuous period of 14 days or more during the Tenancy;
- 3.13.2. To comply with any conditions set out in the Landlord's policy of insurance relating to empty Property provided a copy of the policy and schedule of insurance has been attached. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 3.13.1 of this Agreement;
- 3.13.3. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 3.13.1 and 3.13.2 of this Agreement;
- 3.13.4. To inform the Landlord or his Agent of any loss or damage to the Property and the Contents, promptly upon the damage coming to the attention of the Tenant;
- 3.13.5. To provide the Landlord or his Agent with details of any loss or damage, under clause 3.13.4 above, within a reasonable time of that loss or damage having come to the attention of the Tenant;
- 3.13.6. The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.

3.14. *Superior lease*

3.14.1. To comply with the obligations of the Superior Lease (if applicable), a copy of which is shown at Schedule 3.

3.15. *Energy Performance Certificate ('EPC')*

3.15.1. To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the *Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007* prior to the signing of this Agreement.

3.16. *End of the Tenancy*

3.16.1. At the end or earlier termination of the Tenancy to give up the Property and all additions to it and all the Contents (apart from those the Tenant shall be entitled by law to remove) specified in the inventory or the articles substituted for them in as good a state of repair and condition as they were at the beginning of the Tenancy (as detailed in the inventory) with the exception of fair wear and tear;

3.16.2. To leave the Contents at the end of the Tenancy in the rooms or places in which they were at the beginning of the Tenancy;

3.16.3. To attend or be represented at the inventory check-out which will be arranged for the last day of the Tenancy or by agreement on a day that is convenient to both parties;

3.16.4. To pay any cancellation fee incurred by the Landlord if an inventory clerk is used to prepare the check-out report of the Inventory and Schedule of Condition (if applicable) if 24 hours notice in writing is not given by the Tenant to cancel the Inventory check-out appointment;

3.16.5. To accept that the report of the inventory clerk or the Agent will be prepared at the second appointment if the Tenant or his agent fails to attend a second appointment;

3.16.6. To pay an additional charge to check the Inventory and Schedule of Condition (if applicable) if an inventory clerk or the Agent is used by the Landlord to prepare the check-out report, if the inventory check-out has to be rearranged because the Contents have not been returned to the places noted in the Inventory and Schedule of Condition at the commencement of the Tenancy;

3.16.7. To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy;

3.16.8. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy;

3.16.9. To vacate the Property during normal office hours at a time agreed with the Landlord or the Agent;

3.16.10. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy;

- 3.16.11. To ensure that the oil tank (if applicable) is filled to the same level as at the start of the Tenancy or pay to have it filled to the same level;
- 3.16.12. To pay a sum equal to the Rent if the Property is incapable of being re-let or of beneficial use to the Landlord because the Tenant has left substantial goods in the Property, until such goods have been removed from the Property. The Landlord shall, upon proper notice to the Tenant, be entitled to remove and dispose of any goods left by the Tenant in the Property and to recover the costs of storage and sale from the proceeds, with any balance to be paid to the Tenant;
- 3.16.13. To 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 from the Property and stores them for a maximum of 1 month. Charges will only be incurred when the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant to inform that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within 14 days of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; 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;
- 3.16.14. To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement);
- 3.16.15. To pay for the cost of replacement keys, remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

3.17. *Use of the Property*

- 3.17.1. Not to carry on or permit to be carried on or at the Property any profession, trade or business and only to use the Property as a private residence for the Tenant and the Tenant's spouse or partner and children;
- 3.17.2. Not to allow more than four occupiers including children to occupy the Property unless those occupiers form a single family group. If the Tenant wishes to have more than four occupiers from more than one family group within the Property the Tenant must gain the Landlord's written consent. If there are more than four occupiers not in a single family group residing in the Property without the Landlord's consent then the Landlord will seek a Court Order for possession of the Property as he may be in breach of his statutory obligations;
- 3.17.3. Not to register a company at the address of the Property;
- 3.17.4. Not to carry out any redecoration of the Property, or any part of it without the consent of the Landlord or the Agent, which will not be unreasonably withheld.

3.18. *Improper use*

- 3.18.1. Not to use the Property for illegal or immoral purposes nor to do or permit to be done any act or thing which may be or become a nuisance or cause damage or annoyance to the neighbours;

3.18.2. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.

3.19. *Insurance*

3.19.1. Not to breach the terms of any insurance of the Property or the Contents or do anything which would violate or increase the ordinary premium. (The Tenant must comply with the summary of the conditions of the Landlord's insurance on the Property and the Contents attached);

3.19.2. Not to do or fail to do anything that leads to the insurance policy on the Property or the Contents not covering any part of the losses otherwise covered by the policy.

3.20. *Subletting/sharing occupancy*

3.20.1. Not to sublet, mortgage or charge the benefit of this Tenancy or the Property or part with or share possession or occupation of the Property or any part of it or receive paying guests;

3.20.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Property unless the Landlord or the Agent has given consent, which will not be unreasonably withheld.

3.21. *Assignment*

3.21.1. Not to assign this Agreement without first asking the Landlord in writing for his consent. The Landlord will not unreasonably withhold or refuse consent. (Under the *Landlord and Tenant Act 1988* the Landlord must give an answer in a reasonable time.);

3.21.2. The Landlord may impose conditions on consent to an assignment:

3.21.2.1. that the incoming Tenant signs an agreement with the Landlord to comply with the terms of this Agreement; and/or

3.21.2.2. that the outgoing or incoming Tenant pays reasonable administration charges incurred by the Landlord in dealing with the assignment;

3.21.3. Instead of consenting to an assignment, the Landlord may insist on granting a new Tenancy Agreement to an incoming Tenant, in which case the outgoing Tenant's obligations under this Agreement come to an end when the new Agreement is signed. The outgoing and incoming Tenant must pay reasonable administration charges incurred by the Landlord in dealing with the new Agreement;

3.22. *Removal of Contents*

3.22.1. Not to remove the Contents specified in the inventory, or any substituted Contents from the Property.

3.23. *Advertisements Posters and Placards*

3.23.1. Not to affix or exhibit any form of advertisement placards, signs, posters or any other item in or at the Property.

3.24. *Storage of inflammable goods and fire hazards*

3.24.1. Not to store in or on the Property any oil, paraffin or bottled gas;

3.24.2. Not to use any portable appliances fuelled by oil, paraffin or bottled gas or to use any naked flame in the Property unless it is required for any cooking appliance or open fire.

3.25. *Animals*

3.25.1. Not to keep any animals in or on the Property without the consent in writing from the Landlord or his Agent, such consent not to be unreasonably withheld but may be subject to special conditions set out in a separate pet agreement. When permission is given for the keeping of animals such consent may be withdrawn with proper notice and reasonable justification.

3.26. *Laundry and drying clothes*

3.26.1. Not to hang or allow to be hung any clothes or other articles on the outside of the Property, except in the areas (if any) designated for the purpose;

3.26.2. Not to hang any wet clothing on any radiator or other hot surface and to ensure when drying clothing that the Property is adequately ventilated to prevent condensation.

3.27. *Aerials*

3.27.1. Not to erect or permit to project outside the Property any wireless or television aerial or satellite dish or other construction without the Landlord's or the Agent's written consent, not to be unreasonably withheld, and the Landlord's agreement to the form of installation;

3.27.2. To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 3.27.1 above.

3.28. *Telephone*

3.28.1. Not to allow the existing telephone number to be changed or transferred and not to obtain additional lines without prior written consent from the Landlord or the Agent, such approval not to be unreasonably withheld;

3.28.2. To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.

Section C: Landlord's Obligations

4. The Landlord agrees as follows:

4.1. *Quiet enjoyment*

- 4.1.1. During the Tenancy the Tenant may quietly enjoy the Property without any unlawful interruption by the Landlord or any person claiming under or in trust for the Landlord.

4.2. *Charges for services and use of the Property*

- 4.2.1. Except for costs due to the Landlord under this Agreement and except for the undertakings referred to above, the Landlord will compensate and reimburse the Tenant for any loss arising from other charges for the use of the Property during the Tenancy.

4.3. *Repairs*

- 4.3.1. To keep in repair the Contents including electrical and mechanical appliances belonging to the Landlord at the Property unless the breakdown or lack of maintenance or repair is due to the negligence or misuse of the Tenant, his family or visitors;
- 4.3.2. To avoid any doubt, the landlord may choose to leave items in the property for the tenant's use which s/he does not wish to repair or replace in the event of breakdown. Any such items will be detailed in the inventory.
- 4.3.3. To keep in repair the structure and exterior of the Property including drains gutters and pipes; and to keep in repair and proper working order the installations in the Property for the supply of water, electricity and gas; the sanitary appliances; and the installations in the Property for space heating and heating water. (Section 11 of the *Landlord and Tenant Act 1985* imposes repairing obligations on the Landlord with which he must comply. The Tenant should also know that to 'keep in repair' means that the Landlord must carry out repairs even if the disrepair existed at the date the Tenancy was granted. The Tenant may wish to consult a solicitor or Citizens Advice Bureau if they are unsure of the Landlord's obligations.);
- 4.3.4. To compensate the Tenant for any costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations.

4.4. *Insurance*

- 4.4.1. To insure the Property and the Contents under a general household policy with a reputable insurer; or to use reasonable endeavours to ensure that the Superior Landlord insures the Property against loss or damage by fire and all other normal risks;
- 4.4.2. To agree that if the whole or a proportion of the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or a proportion of the Rent will cease to be payable until the Property is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors or the insurer pays to re-

house the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant;

- 4.4.3. To agree that if the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party. To avoid doubt between the parties the right to terminate does not affect the rights of the Landlord or the Tenant to pursue compensation for any breach of the Tenancy Agreement.

4.5. *Safety Regulations*

- 4.5.1. To confirm that all the furniture and equipment within the Property complies with the *Furniture and Furnishings (Fire) (Safety) Regulations* 1988 as amended in 1993;
- 4.5.2. To confirm that all gas appliances comply with the *Gas Safety (Installation and Use) Regulations* 1998 and that a copy of the safety check record has been given to the Tenant at the start of the Tenancy;
- 4.5.3. To confirm that all electrical appliances comply with the *Electrical Equipment (Safety) Regulations* 1994, and the *Plugs and Sockets, etc. (Safety) Regulations* 1994;
- 4.5.4. To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme;
- 4.5.5. To confirm that smoke alarms at the Property, if present, have been checked and are in working order at the start of the Tenancy.

4.6. *Superior lease*

- 4.6.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease;
- 4.6.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease;
- 4.6.3. To provide a copy of the relevant sections of the Superior Lease to the Tenant at the start of the Tenancy;
- 4.6.4. To pay all charges imposed by any Superior Landlord for granting the Tenancy.

4.7. *Other Taxes*

- 4.7.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.

4.8. *Possessions and refuse*

- 4.8.1. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

4.9. *Taxation*

- 4.9.1. To agree that if the Landlord is not resident within the UK for more than six months in the tax year the Landlord will appoint a rent collection agent or the Tenant will deduct tax at basic rate and remit it to Her Majesty's Customs and Excise on a quarterly basis. The Landlord will keep the Tenant indemnified against any tax, charge, interest, or fine levied against the Tenant by Her Majesty's Customs and Excise due to any failure by the Landlord to advise the Tenant of his residency status for tax purposes.

Section D: General Obligations

The Landlord and the Tenant agree as follows:

5. The Deposit

5.1. *The Deposit*

- 5.1.1. The Deposit of £ XXX will be paid by the Tenant to the Agent who is a member of the Deposit Protection Service ('DPS');
- 5.1.2. The Agent will lodge the Deposit with the Deposit Protection Service ('DPS') within thirty days of the commencement of the Tenancy or the Deposit being taken, whichever is earlier. The Tenant should contact DPS after the thirty days to check the Deposit has been lodged. The terms and conditions and Alternative Dispute Resolution rules governing the protection of the Deposit including the repayment process can be found on the website. The website address is www.depositprotection.com. For further information on tenancy deposit protection in general the Tenant can visit the website www.communities.gov.uk/tenancy;
- 5.1.3. Part of the interest earned will belong to DPS and the balance of the Base Rate of the Bank of England less 2.32% will be repaid to the Tenant. (Base rate may change). If the Base Rate falls below 2.32% no interest will be payable to the Tenant.
- 5.1.4. In respect of joint tenancies, the tenants agree that XXX will be appointed as lead tenant. They will be responsible for all correspondence with the scheme and for handling the return of the deposit on behalf of all tenants. The landlord/Agent will not be responsible for arbitrating any disputes between tenants in relation to the return and divide of the deposit.

5.2. *Use of the Deposit*

- 5.2.1. The Deposit shall be held by DPS throughout the Tenancy and will be available after the end of the Tenancy with the written consent of both parties which must be given to DPS to set against any breaches of the Agreement, including the following:
 - 5.2.1.1. any damage, or compensation for damage, to the Property or the Contents or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear and the age and condition of each and any such item at the commencement of the Tenancy;

- 5.2.1.2. the Landlord's reasonable costs or damages caused directly by the major breach of the Agreement by the Tenant of the Tenant's obligations, including those relating to the cleaning of the Property and the Contents;
- 5.2.1.3. any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property whether or not the Landlord consented to its presence;
- 5.2.1.4. any sum repayable by the Landlord to the local authority where housing benefit or local housing allowance has been paid direct to the Landlord, by the local authority;
- 5.2.1.5. any other breach by the Tenant of the obligations of this Agreement;
- 5.2.1.6. any unpaid accounts for utilities, water charges, sewerage, environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable; Note, the tenant will be held liable to council tax for any period before the tenancy formally ends even if they are not residing at the property; for example, if the tenant chooses to vacate early, or abandons the tenancy.
- 5.2.1.7. any outstanding Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- 5.2.1.8. If any sums are recoverable under the deposit due to damage to the property or it's fixtures, fittings or contents as a result of the tenant's actions (over and above fair wear and tear) and/or sums are recoverable due to the tenant failing to provide the property back to the landlord to a clean standard, then an administration charge of £50 will be recoverable where the landlord/agent has to make necessary arrangements for the property to be returned to its former condition.

5.3. *Protection of the Deposit*

- 5.3.1. The Landlord/Agent [delete as appropriate] shall notify the Tenant within thirty days of the end of the Tenancy 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 by DPS from the Deposit without the written consent of both parties;
- 5.3.2. The Landlord/Agent [delete as appropriate] and the Tenant will inform DPS within thirty days of the Tenancy ending of how the Deposit or any balance of it is to be repaid to the Landlord or the Tenant; or if there is a dispute the procedure the parties intend to use to resolve the dispute;
- 5.3.3. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord/Agent [delete as appropriate] may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing;

5.3.4. If the tenant fails to communicate with the Agent/Landlord about the return of the deposit in full or in part resulting in the Agent/Landlord commencing the single claim procedure (with Statutory Declaration) then in addition to any amount due to be deducted from the deposit the Agent/Landlord will also deduct £50 to cover the costs and inconvenience caused by using the single claim procedure.

5.3.5. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that DPS holds the Deposit or any part of it;

5.3.6. The Deposit is protected by the Deposit Protection Service ('DPS'), which is administered by:

The Deposit Protection Service (The DPS)
The Pavilions
Bridgwater Road
Bristol BS13 8AE

Phone: 0870 707 1707
Email: enquiries@deposit.protection.com

5.3.7. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected;

5.4. *Other terms*

5.4.1. The holding and use of the Deposit shall not affect any other rights and remedies available to the Landlord under the terms, whether express or implied, of this Agreement;

5.4.2. The Deposit cannot at any time during the Tenancy be treated or regarded by the Tenant as a payment on account of payment of Rent or other sums payable.

6. **It is further agreed as follows:**

6.1. *Inventory check*

6.1.1. At the end of the Tenancy there will be an inventory check to which the Tenant will be invited to attend. If neither the Tenant nor his representative attends the inventory check without a reasonable excuse, the Landlord or his Agent may assess in the absence of the Tenant any sums due for damage to the Property or the Contents.

6.2. *Joint and several liability*

6.2.1. Obligations to be undertaken by more than one person are joint and several obligations, which means that each Tenant is individually responsible for the Tenant's undertakings and restrictions as a group and as an individual in this Agreement and each Landlord is individually responsible as a group and as an individual for the Landlord's obligations in this Agreement.

6.3. *General*

- 6.3.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing;
- 6.3.2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in clause 6.2 above.

6.4. *Interpretation*

Within this Agreement the following interpretation and definitions apply:

- 6.4.1. 'Landlord' means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property;
- 6.4.2. 'Tenant' means anyone entitled to possession of the Property under this Agreement;
- 6.4.3. 'Joint and several' means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full;
- 6.4.4. 'Guarantor' means the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not;
- 6.4.5. 'Agent' means Clarity Lettings or anyone who subsequently takes over the rights and obligations of the Agent;
- 6.4.6. 'Property' means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities;
- 6.4.7. 'Contents' means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings;
- 6.4.8. 'Inventory' or 'Inventory and Schedule of Condition' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or inventory clerk which shall include the Fixtures and Fittings in the Property and any other matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or shortly thereafter;
- 6.4.9. 'Term' or 'Tenancy' means any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term;
- 6.4.10. 'Deposit' means the money taken by the Agent in a stakeholder capacity at the start of the Tenancy and passed to DPS in case the Tenant fails to comply with the obligations in this Agreement;

- 6.4.11. 'Emergency' means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Premises;
- 6.4.12. 'Superior Landlord' means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property;
- 6.4.13. 'Superior Lease' means the document that sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Superior Lease will bind the Tenant if he has prior knowledge of those promises;
- 6.4.14. References to the singular include the plural and references to the masculine include the feminine;
- 6.4.15. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement;
- 6.4.16. The grounds referred to in this Agreement upon which the Landlord can recover possession from the Tenant during the fixed term (this excludes Ground 1) as set out in Schedule 2 of the Housing Act 1988 (as amended) 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 (a) at least eight weeks Rent is unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

- Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;
- Ground 11: there is a history of persistently late Rent payments;
- Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;
- Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

- Ground 14: the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;
- Ground 15: the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the Property;
- Ground 17: the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

6.5. *Acceptance of rent*

- 6.5.1. The acceptance of Rent after the Tenant has breached any of his obligations contained within this Agreement shall not prejudice the Landlord's right to enforce compliance with this Agreement.

6.6. *Costs of agreement*

- 6.6.1. The Tenant agrees to pay to the Landlord or the Agent the reasonable administration charges for the preparation of this Agreement and further to pay the reasonable administration charges of reviewing or extending this fixed term Agreement if subsequently agreed between the parties.

7. **Recovery of possession**

The following clauses set out the ways in which the Landlord may recover possession of the Property. If either party is unsure of their rights or requires further clarification they should consult a solicitor or their local Citizens Advice Bureau.

7.1. *The Landlord can seek possession of the Property:*

- 7.1.1. before the expiry of the Term if the grounds upon which the Landlord is entitled to recover possession, as stated in clause 6.4.16 of this Tenancy Agreement, are made out as detailed. To bring the Tenancy to an end before the expiry of the Term the Landlord must first serve on the Tenant a notice seeking possession under Section 8 of the *Housing Act 1988* and obtain a court order before he can take possession of the Property. A court bailiff must be instructed to evict the Tenant. Where the Landlord relies on any ground other than grounds 2 to 8, the court will only order possession against the Tenant where it is reasonable to do so;
- 7.1.2. after six months or on the day the Tenancy expires, whichever is later, or at any time after that, as of right. The Landlord must give a minimum of two months' notice under Section 21 of the *Housing Act 1988* and obtain a court order before he can take possession of the Property;
- 7.1.3. if at any time the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not;

7.1.4. if at any time the Tenant has not complied with any major agreement or obligation under the Tenancy Agreement.

8. Provisions for the serving of notices

8.1. Provision for the serving of notices by the Landlord or Agent

8.1.1. If the Landlord or the Agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament, to 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 on the next working day, which excludes Saturdays, Sundays and Bank Holidays; 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; 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.

8.2. Provision for the serving of notices by the Tenant or his agent

8.2.1. If the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament, at the address specified for service of Notices under the *Landlord and Tenant Act 1987* 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; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified for service of Notices under the *Landlord and Tenant Act 1987* 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 two working days later; or if any documents or Notices are sent by registered, or recorded delivery post addressed to the Landlord at the address specified for service of Notices under the *Landlord and Tenant Act 1987* or the last known address of the Landlord if different, the documents will be deemed delivered upon proof of delivery being obtained. A working day excludes a Saturday, Sunday and Bank Holiday.

8.3. Early termination

8.3.1. If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement (including council tax and utilities) until the Term expires or the Property is re-let (the Landlord is not under any obligation to re-let the Property) whichever is earlier.

8.4. Data Protection Act 1998

8.4.1. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent during the Tenancy; 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, debt collectors, or any other interested third party.

SAMPLE