

# SPACE

(L&M) Limited

## ASSURED SHORTHOLD TENANCY AGREEMENT

Under part 1 of the Housing Act 1988  
As amended under part 3 of the Housing Act 1996.

[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]

### 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. 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.**

The Name and Address of the Letting Agent (if any) who arranged this tenancy is :-

**SPACE L&M Ltd  
49 Wokingham Road  
Earley  
Reading  
Berkshire  
RG6 1LG**

Please ensure your landlord provides you with the following at the start of your tenancy;

**\*A VALID GAS SAFETY CERTIFICATE\***  
**\*AN ENERGY PERFORMANCE CERTIFICATE\***

**DEFINITIONS** The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

**The premises** The premises include all, or any parts of the dwelling-house, gardens, paths fences, boundaries or other outbuildings which form part of the let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.

**Landlord** A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.

**Tenant** A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.

**Joint and several Liability** The expression joint and several liability means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full.

**Superior landlord** People, or persons, to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.

**Head or Superior Lease** Means a Lease (if any) under which the landlord himself holds, or owns the premises and which contains the obligations of which the landlord, or his tenants in turn, may be bound.

**Fixtures and Fittings** References to fixtures and fittings relate to any of the landlord's furniture, furnishings, sanitaryware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.

**The term or the Tenancy** References to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in clause **1.9**

**(Security) Deposit held in an deductions** This means that at the end of the tenancy, the two parties to the agreement should jointly agree on the apportionment of any

<b>approved scheme</b>	from the deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply with, the tenant's obligations. Any portion in dispute will not be paid over to, or taken by, either party until and unless mutual agreement is reached, an appropriate third party may make the decision.
<b>Consent of the landlord or his agent</b>	Where the consent of the Landlord or his Agent is required for the tenant to carry out some action it is strongly recommended that such consent is granted, the tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
<b>Water charges</b>	This includes charges, rates or costs relating to water, sewerage and environmental services
<b>Utilities</b>	This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.
<b>Masculine &amp; feminine and singular &amp; plural</b>	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
<b>Agent</b>	Any letting or managing agent, or any other duly authorized person, notified to the tenant, who is acting from time to time on behalf of the landlord.
<b>Month / Monthly</b>	Means a calendar month.
<b>Inventory and or an Schedule of Condition</b>	This refers to any document prepared by the landlord, the agent or inventory clerk and provided to the tenant detailing the landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the landlord or his agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.
<b>Lead Tenant</b>	This is one tenant chosen by all tenants at the commencement of the tenancy allocated to deal with the deposit. The lead tenant and only the lead tenant will be registered against the deposit with the TDS.
<b>TDS</b>	Tenancy Deposit Scheme. A government authorized independent dispute resolution service. Provided by Tenancy Deposit Solutions Ltd.

# **1 SUMMARY of CORE TERMS**

**1.1** Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding **DATE** of this contract

**1.2** Name(s) of **LANDLORD(S)**:

**1.3** **ADDRESS** for Landlord(s):

**IMPORTANT:** - A landlord is required by law (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) to provide a tenant with his address when making written demands for rent **and** if that address is **not** in England and Wales, provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the landlord, by the tenant.

**THEREFORE,** Where the address for the landlord inserted at **1.3** is **not** in England and Wales **you must insert,** in clause **1.4,** an alternative address for the landlord (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987), which is in England and Wales.

**1.4** **Managing Agents for Landlord:**

**1.5** Name(s) of **TENANT(S)**:

**1.6** **ADDRESS** of Tenant(s):

**1.7** **ADDRESS** of **PREMISES** to be **LET**:

**1.8** **EXCLUSIONS** from the Let premises (e.g. Garage or other outbuildings etc)

**1.9 Initial TERM of the tenancy will be:**

**COMMENCEMENT date: from and including:**

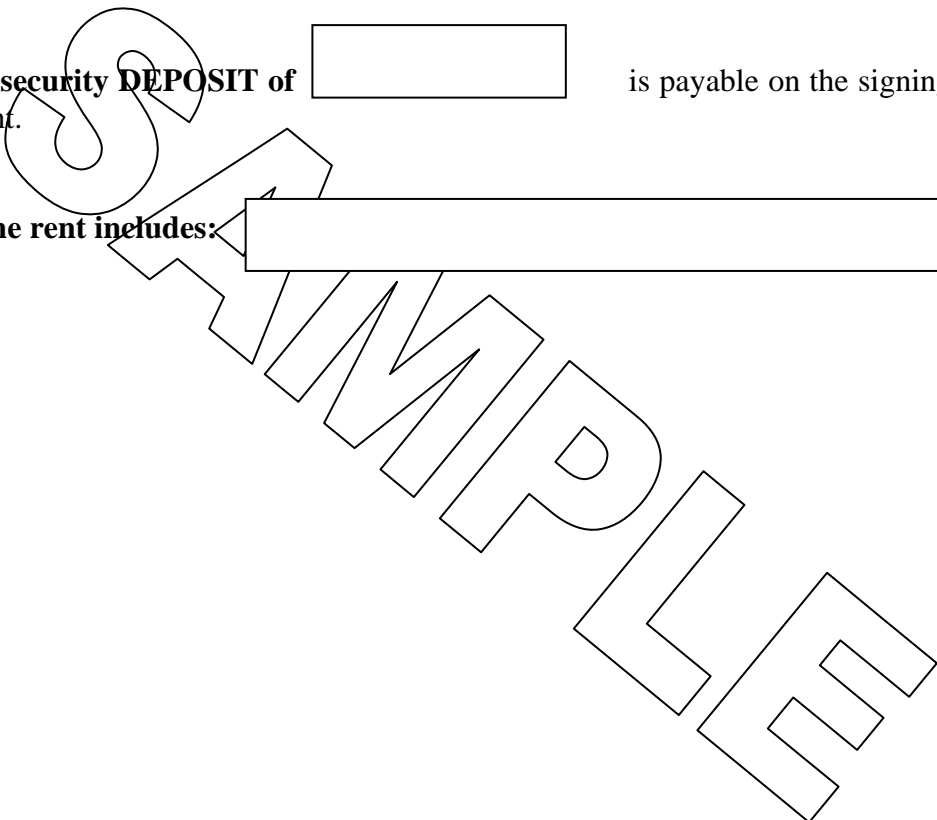
**EXPIRY date; to and including:**

**1.10 RENT**  per calendar month.

Rent is payable in advance and is due upon the  day of each rental period.

**1.11 A security DEPOSIT of**  **is payable on the signing of this Agreement.**

**1.12 The rent includes:**



The tenant(s) agree(s) to the following:

• **GENERAL LIABILITIES, SERVICES AND UTILITIES**

**2.1** As joint and several tenants to be responsible and liable for all obligations under this agreement

**2.2** To be held liable for the fair net costs involved in carrying out repair and maintenance to the premises or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this agreement, or misuse, by the tenant or his invited guests or visitors.

**2.3** Where the tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.

**2.4** Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises.

**2.5** Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior consent of the landlord or his agent which will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**2.6** Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with full details of the new supplier and account numbers etc. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**2.7** If the tenant brings into the premises any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipe work in the premises by a suitably qualified Corgi engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the premises.

**2.8** For the duration of the tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the premises.

**2.9** Not to sublet, take in lodgers or paying guests without the landlord or his agent's prior consent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**2.10** Within seven days of receipt thereof to send to the landlord all correspondence addressed to the landlord or the owner of the property and any notice, order or proposal relating to the property, (or any building of which the property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or by law by any competent authority.

**2.11** To pay the rent on the days and in the manner specified to the Landlord's Agent.

**2.12** To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, and electric (if any) relating to the property, including any which are imposed after the date of this Agreement, and to pay the total cost of any reconnection fee relating to the supply of water, gas, and electric if the same is disconnected.

**2.13** All the persons named on page 4 of this Tenancy Agreement are the only persons allowed to reside in this property during the term of the tenancy agreement.

**2.14** Where the landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the property. A copy of the Headlease, if applicable, is attached.

**2.15 Utilities:** Gas, Electric, Council Tax and Water Charges will be transferred to the tenant's names by the Tenants at the commencement of the tenancy. It is tenant's responsibility to supply exemption certificates to Council if applicable

#### • **INSURANCE**

(For the avoidance of doubt, the tenant's belongings, furnishings or equipment within the premises are his and are not covered by any insurance policy maintained by the landlord. It is the responsibility of The Tenants to arrange adequate contents insurance for all the Tenants personal belongings and furniture)

**2.16** To take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the premises or its contents.

**2.17** To reimburse the landlord for any excess sum, up to a maximum of £150, payable under the landlord's insurance policy for each and any claim on the landlord's policy resulting from any action or inaction on the part of the tenant, his invited visitors or guests in breach of this agreement.

**2.18** To notify the Landlord promptly after any event which causes damage to the property or which may give rise to a claim under the insurance of the property.

**2.19** Tenants are responsible for insuring own belongings.

#### • **LOCKS AND SECURITY**

**2.20** Not to change, alter, add to or otherwise damage any locks or bolts on the premises (except in the case of an emergency) without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of

any such consent granted.) Where any new or additional locks or bolts are fitted to the property, to promptly provide the landlord or his agent with an appropriate set of keys.

**2.21** If any lock or bolt is installed or changed on or in the premises without the prior consent of the landlord or his agent to remove them if so required by the landlord or his agent and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.

**2.22** To take adequate precautions to keep the premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the premises are empty.

**2.23** During the tenancy, to take such reasonable precautions expected of a householder to keep the premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

**2.24** Not to leave the property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the windows and doors when leaving the property unattended. (not applicable between 1st July and 30th September)

• **GARDEN (If any)**

**2.25** Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the landlord's prior consent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)

**2.26** To cut the grass (if any) of the premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at commencement of the tenancy.

**2.27** Gardens to be kept neat and tidy. A charge of £75.00 will be made each time the Landlord has to employ a gardener to tidy gardens and clear rubbish caused by tenants.

• **USE OF THE PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER**

These clauses should not be taken as an exhaustive list.

**2.28** To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

**2.29** To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.

**2.30** To be responsible for unblocking or clearing stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with the tenant's waste, or as a result of the actions or inactions of the tenant (or his invited visitors or guests) in breach of obligations under this agreement.

**2.31** Not to bring to the premises any additional furniture (except where the property is unfurnished) without the written consent of The Landlord or his Agent and not leave additional contents at the expiration or determination of The Tenancy

**2.32** The Tenant agrees neither to keep any animals, birds or reptiles or rodents in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate de-infestation, cleaning, fumigation etc., required.

**2.33** To immediately pay the landlord or his Agent the value of replacement of any furniture or effects lost, damaged or destroyed or at the option of the landlord, immediately replace any furniture or effects lost, damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the property.

**2.34** To use the property as a private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.

**• THE PREMISES, ITS FIXTURES AND FITTINGS**

**2.35** Not to alter the appearance or decoration or structure of the premises or its fixtures or fittings either internally or externally without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)

**2.36** To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the premises.

**2.37** To notify the landlord or his agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the premises itself. The tenant must not carry out or authorize repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.

**2.38** Not to keep on, or bring into the premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.

**2.39** To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings.

**2.40** Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the premises (either externally or internally) without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) Where granted, the tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by the landlord. The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**2.41** Not to do anything at the premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour.

**2.42** Not to remove from the premises any of the landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the landlord or his agent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned, within reason, to the same places from which they were removed.

**2.43** If tenants fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and they are responsible to make it good at the end of the tenancy, or be liable for the fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.

**2.44** Not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle of which the tenant is the registered keeper.

**2.45** To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the premises, its fixtures and fittings.

**2.46** Where the tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the premises set out under this agreement, the tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with the landlord or his agent, or earlier if urgency requires it, of being asked in writing to do so by the landlord or his agent. After that time, the landlord or his agent may notify the tenant that the landlord is arranging for the work to be done and in such circumstances the tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

**2.47** All tenants have seen entire property to which this agreement relates and are aware of the condition and contents supplied. Any repairs or replacement furniture will be done at the sole discretion of the Agent/Landlord

• **ACCESS AND INSPECTION (Co-operating with the landlord or his agent)**

**2.48** During the tenancy to permit, at the discretion of the landlord or his agent, a For Sale, To Let or Managed By board to be displayed on the premises.

**2.49** In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the landlord's premises in order to carry out any work required to the premises or their neighbouring property under the Party Walls etc. Act 1996.

**2.50** To permit the landlord or his agent or authorised workman, from time to time upon a minimum 24 hours written prior notification (except in the case of emergency), to enter the premises during working hours and or at other reasonable times including at weekends, to inspect the premises, its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.

**2.51** Within the last SEVEN months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers.

• **AT THE END OF THE TENANCY**

**2.52** To clean (or pay for the cleaning) to put the premises back into same condition, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. To provide, upon request, receipts to the landlord or his agent to demonstrate compliance with this clause.

**2.53** To remove all the tenant's refuse and rubbish from within the premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the tenant.

**2.54** To return all keys to the premises (including any new or additional or duplicate keys cut during the tenancy) to the landlord or his agent promptly on the last day of the tenancy. Failure to do so may result in the locks being changed at the cost of the tenant/s.

**2.55** Having replaced the landlord's items in the same areas of the premises (as far as is practicable) as at commencement of the tenancy, to co-operate in the checking of any Inventory and or Schedule of Condition. Unless otherwise agreed, the landlord is to pay the cost of the inventory check at the commencement of this agreement and the tenant for the cost of the inventory check out at the termination of the agreement.

**2.56** To remove all the tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the premises on, or before, the last day of the tenancy.

**2.57** If The Tenant's goods or any of the goods belonging to members of The Tenant's household shall not have been removed from The Premises at the time of the expiration or determination of the tenancy (i) pay to The Landlord damages at the rate equal to the rent

then payable for The Premises until The Tenant shall remove all such goods and (ii) pay to The Landlord any additional expense incurred by The Landlord in checking the said inventory (which cannot be checked until all goods belonging to The Tenant or members of his household have been removed).

**2.58** Where such items belonging to the tenant described in clause 2.60, 2.63, 2.64 above are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or unreasonably inconvenience the landlord or other persons immediate ability to comfortably occupy or make use of, or re-let, or sell the premises, or any part of the premises, the landlord reserves the right to charge the tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by the tenant, or in line with clause 2.64.

**2.59** To promptly provide as soon as is practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to the landlord or his agent; for ease of administration and communication between the parties, including the processes involved in the return of the deposit.

**2.60** If The Tenant or any Agent appointed by him shall not keep a mutual appointment made by The Landlord's Agents to check the said inventory at the end of the tenancy (including periodic inspections) pay the additional costs incurred by The Landlord making and attending a second appointment to check the said inventory and if either The Tenant nor his Agent shall keep the second appointment any assessment made by The Landlord's Agents of the compensation or other sums payable by The Tenant shall be final and binding on The Tenant

**2.61** To yield up the property and contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they be in at the commencement of the tenancy.

**2.62** To pay for any cleaning services that may be required to reinstate the property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of carpets and curtains which shall have been soiled during the tenancy.

**2.63** 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.

**2.64** Deposit will be returned at end of tenancy once final checks have been completed on the condition of the property/room.

### **3. LANDLORD'S OBLIGATIONS**

PLEASE NOTE: These are the things that the landlord agrees to do or not to do. If the landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the tenant may be entitled to claim damages or compensation from the landlord, or to seek other legal remedies against the landlord.

The landlord agrees to the following:

**3.1** To keep the premises and the landlord's contents (if any) insured for such sums and on such terms as the landlord feels appropriate against fire and other risks normally

covered by a comprehensive household policy and any other such risks as the landlord considers necessary from time to time.

**3.2** Not to interrupt or interfere with the tenant's lawful occupation, enjoyment or use of the premises other than in an emergency or in the normal and lawful process of exercising or implementing the landlord's rights and obligations under this agreement and having provided at least a minimum of 24 hours prior notification.

**3.3** To comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.

**3.4** Where the landlord supplies a working burglar alarm with the premises at commencement of the tenancy, to keep it in working order and repair, but only where such a repair is not caused by negligence or misuse by the tenant, his invited guests or visitors.

**3.5** To take reasonable steps to ensure that the landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the landlords obligations under the Gas Safety (Installation and Use) Regulations 1998.

**3.6** The landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to sign this agreement have been obtained.

**3.7** The Landlord will return to the Tenant any rent payable for any period during which the property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.

**3.8** The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not.

**3.9 Break Clause:** The Landlord reserves the right to bring this tenancy to an end by giving two months written notice if rents are persistently not paid on the rent due dates and properties not kept in a tidy state.

#### **4. THE DEPOSIT • HOW THE SECURITY DEPOSIT WILL BE DEALT WITH**

The deposit referred to in clause 1.11 will be held as security for and in respect of, the performance by the tenant of all the obligations of the tenant in this agreement including those set out in this section (4); to pay for or be used for;

**4.1** Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the tenancy.

**4.2** The fair costs incurred in compensating the landlord for, or for rectifying or remedying any meaningful breach by the tenant of his obligations under this agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

**4.3** 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.

**4.4** Any rent or other money lawfully due or payable by the tenant under this agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

**4.5** Deposits not to be used as rental payments during your tenancy.

**• DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY**

**4.6** This tenancy is included in the (TDS). This is an approved scheme full details of the repayment process including the scheme for resolution of disputes is available upon request or at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and as set out in clauses 4.10 to an inclusive of 4.11 of this tenancy agreement.

**4.7** The tenants agree that where more than one person occupies the property on the tenancy agreement that a named lead tenant will be allocated by all tenants to act on their behalf at the commencement of the tenancy. It is the tenants' responsibility to inform all parties in writing if the lead tenant changes during or on expiry of the tenancy.

**4.8** The statutory rights of either landlord or tenant to take legal action against the other remain unaffected.

**4.9** The deposit (or appropriate balance) will be returned to the lead tenant on behalf of all tenants.

**4.10** If monies lawfully due to the landlord under this agreement are more than the deposit held, the tenant will be liable to pay any excess to the landlord within 14 days of written demand.

**4.11** Deposit Repayments:

- a.** The TDS will not release any part of the Deposit unless it has:
  - i.** all Parties' agreement to do so; or
  - ii.** a Decision from an Adjudicator; or
  - iii.** a Court Order regarding the Dispute.

## 6. DATA PROTECTION & CONFIDENTIALITY

**6.1** Letting agents may share details about the performance of obligations under this agreement by the landlord and tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

## 7. SIGNATURES of the PARTIES 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. 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.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief.

The Landlord has been given the opportunity to examine this information and to confirm by signing this document that the information is accurate to the best of the Landlord's knowledge and belief.

**The following are SPECIAL or ADDITIONAL CLAUSES negotiated between the parties.**  
(Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses, Rent Review clause, permitted occupiers, additional charges etc)

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

1. Full rent is payable throughout the complete term of the tenancy.
2. Sub-Letting is only allowed by prior written consent from the Landlord/Agent.
3. £35.25 charge will be levied on all rent cheques that bounce. Charge to be paid prior to next rent due date.
4. £35.25 charge will be levied on all rents paid after due date.
5. The property is let to the tenants on the understanding they are jointly, equally and severally responsible for all rental payments, deposits held and final bills and the rooms are let to single occupants only unless otherwise stated.
6. Deposits not to be used as rent.
7. Deposit will be returned at end of tenancy once final checks have been completed on the condition of the room.
8. Tenants are responsible for insuring own belongings.
9. Post dated rent cheques or standing order payment for the entire period are to be paid upon signing the contract.
10. All tenants have seen entire property to which this agreement relates and are aware of the condition and contents supplied. Any repairs or replacement furniture will be done at the sole discretion of the Agent/Landlord.
11. Break Clause:

The Landlord reserves the right to bring this tenancy to an end by giving two months written notice if rents are persistently not paid on the rent due dates and properties not kept in a tidy state.

12. Utilities:

Council Tax and Water Charges will be transferred to the tenant's names by the Tenants at the commencement of the tenancy.

It is tenant's responsibility to supply exemption certificates to Council if applicable.

Gas & electric to be transferred by tenants.

13. Tenants are responsible for payment of TV License and supplying TV aerial or TV supply via Cable Company.
14. Gardens to be kept neat and tidy. A charge of £88.13 will be made each time the Landlord has to employ a gardener to tidy gardens and clear rubbish caused by tenants.
15. The Landlord reserves the right to employ a cleaner at the tenant's expense if the property is in need of cleaning when the agent carries out routine inspections

*As a matter of good practice, and to help avoid misunderstandings or disputes later; where special or additional clauses have been inserted in this section, the parties should initial the bottom of this page*

SAMPLE

## **ADDITIONAL STANDARD SPACE CHARGES**

<b>Service</b>	<b>Price</b>
<b>Non-emergency Out of Hours Call Out</b>	<b>£88.13</b>
<b>Renewal Fee</b>	<b>£58.75 per person</b>
<b>Deposit Re-protection</b>	<b>£70.50</b>
<b>Check Out (Before Tenancy End)</b>	<b>£41.13</b>
<b>Reference Request</b>	<b>£29.38</b>

Please note that all prices include VAT at 17.5%

SIGNED by the LANDLORD(s):  
Or the AGENT

PRINT

DATE

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SIGNED by the TENANT(s):-

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SAMPLE

SIGNED by the witness:

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_