

**DATED**

**[date/month/year]**

**THE LANDLORD**

- and -

**THE TENANTS**

---

**ASSURED SHORTHOLD TENANCY AGREEMENT**

relating to

[description of the property]

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**THIS AGREEMENT** is dated

[date/month/year]

**PARTIES**

- (1) Student4houses Ltd of Booth Street Chambers, Booth Street, Ashton under Lyne, Lancashire, OL6 7LQ email: admin@students4houses.co.uk (**Landlord**);
- (2) [NAME] of [ADDRESS] [NAME] of [ADDRESS] [NAME] of [ADDRESS] [NAME] of [ADDRESS] [NAME] of [ADDRESS] (**Tenants**);

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Agreement.

**1.1 Definitions:**

**Anti Social Behaviour Act:** The Anti-Social Behaviour Act 2003 (and/or including any replacement legislation or successor Act of Parliament).

**Contents:** the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

**Deposit:** One months rent

**First International Rent Payment Date:** [date/month/year]

**First Rent Payment Date:** One month in advance

**HA 1988:** Housing Act 1988.

**HA 2004:** Housing Act 2004.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

**Inventory and Schedule of Condition:** the list of Contents and description of the condition of the Property attached to this Agreement and signed by the parties.

**LTA 1985:** Landlord and Tenant Act 1985.

**Property:** 1A Union Place, Stockton Road, Durham, DH1 3DR

**Rent:** £ xxxx per month.

**Rent Payment Dates:** the first day of each month.

**International Rent Payment Days:** quarterly after the First International Rent payment Date

**Scheme Administrator:** administrator of either a custodial or insurance TDS.

**TDS:** tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

**Tenancy:** the tenancy created under this Agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

**Tenants:** domestic tenants and international tenants.

**Term:** a fixed term of 12 months from and including [date/month/year]

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this Agreement.
- 1.9 A reference to **writing** or **written** does include e-mail but does not include fax.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to clauses are to the clauses of this Agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

## **2. GRANT OF THE TENANCY**

- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.3 The Tenant shall attend (or appoint a competent person to represent him) at the Premises on the day the tenancy begins for the purposes of checking through the Inventory and Schedule of Condition and signing it as being an accurate record of the state and condition of the interior of the Premises and its contents and also at the termination of the Tenancy for the purpose of checking through the Inventory and Schedule of Condition and agreeing any dilapidations that may have accrued.

## **3. CONTENTS**

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.

## **4. RENT**

- 4.1 The domestic Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date and the international Tenant shall pay the first instalment of the Rent on or before the First International Rent Payment Date to the following account:

Bank	xxxxxxxxx
Account Number	xxxxxxxxx
Sort Code	xxxxxxxxx

- 4.2 The domestic Tenant shall pay the Rent in advance on or before the Rent Payment Dates by Bankers Standing Order to the account nominated by the Landlord or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 4.3 The international Tenant shall pay the Rent in advance on or before the International Rent Payment Dates by Bankers Standing Order to the account nominated by the Landlord or by any other method that the Landlord requires at any time by giving notice to the Tenant.

- 4.4 The Tenant shall pay interest at the rate of 4% per annum above Lloyds Bank Plc's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.5 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

## **5. DEPOSIT**

- 5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.
- 5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;
  - (b) replace any of the Contents which may be missing from the Property;
  - (c) pay any Rent which remains unpaid; and
  - (d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 10.1.
- 5.3 If at any time during the Tenancy the amount held in respect of the deposit is less than Deposit, the Landlord's or their agent may require the Tenant to pay such amount as is required to increase the amount of the Deposit accordingly. The Tenant shall pay any such amount within fourteen days of written demand.
- 5.4 Should any such deductions exceed the Deposit held then the amount of any excess shall be paid by the Tenant within fourteen days of written demand.

## **6. TDS ARRANGEMENTS**

- 6.1 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 6.2 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

- 6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.
- 6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Tenant.
- 6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.

## **7. USE OF PROPERTY**

- 7.1 The Tenant shall only use the Property as a private dwelling house, for the use of the Tenant and to occupy the Property as the Tenant's only or principal home.
- 7.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 7.3 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 7.4 The Tenant shall not do anything to or on the Property that:
- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
  - (b) involves using the Property for immoral or illegal purposes; or
  - (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 18.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.
- 7.5 Not to use, possess, cultivate or consume or allow to be used, possessed or cultivated or consumed on or about the Premises any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may at any time be prohibited or restricted by statute.
- 7.6 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 7.7 The Tenant is to ensure that any mail for the landlord or the landlords managing agent is delivered to Students4houses Ltd P.O. Box 119, Bamburgh, NE66 9DY within 7 days of being received.
- 7.8 The Tenant shall not wedge or prop open the doors within the Property or attempt to remove or tamper with any self-closing devices attached to the doors during the Tenancy.

- 7.9 The Tenant shall not store any item in any of the hallways or staircases or block access to any of the doors within the Property during the Tenancy.
- 7.10 Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests, servants or visitors, which leads to devastation, harm or ruin of the Property or its Contents.
- 7.11 Not to permit oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.
- 7.12 Not to place any inappropriate, manmade objects or excessive amounts of toilet paper or sanitary products into any of the sanitary appliances or drains within the Property.
- 7.13 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services and Utilities provided to the Property. In the event of a breach of this clause the Tenant will be liable to pay for the costs of any necessary remedial work.
- 7.14 If they occur, to take reasonable steps to clear any stoppages or blockages in any of the drains, sinks, toilets, waste pipes and ventilation ducts which serve the Property. In the event that such a stoppage cannot be cleared, to contact the Landlord or the Landlord's agent who will then arrange for any necessary remedial work to be undertaken.
- 7.15 To keep clean and in good working order and free from obstruction all sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or from part of the Property. In particular the Tenant must ensure that during the winter months adequate precautions are taken to avoid damage by frost and freezing i.e. to leave the heating on continuously at an appropriate setting if the Property is vacant or unoccupied during the winter months.
- 7.16 To take reasonable and prudent steps to adequately heat and ventilate the Property 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 Property, its Contents and its fixtures and fittings.
- 7.17 Not to leave the Property vacant for any continuous period of more than 21 days during the Tenancy without first notifying the Landlord or the Landlord's Agent. If required by the Landlord or the Landlord's Agent to prevent frozen pipes, to drain down all water supplies in or serving the Property and to ensure that the stopcock is turned off and to comply with any other conditions reasonably required by the Landlord or the Landlord's agent to prevent damage/loss to the Property whilst it is vacant.
- 7.18 To remove all rubbish from the Property and to place it in the dustbin or receptacles provided. Every week to ensure that refuse bags, dustbins or other receptacles are left at designated refuse collection points on the designated refuse collection day.



- 7.19 The Tenant shall not smoke or allow others to smoke cigars or cigarettes in the Premises during the Tenancy or allow any naked candle or flame to be lit at the Property. For the avoidance of doubt any damage discoloration or smells caused by any breach of the above which incurs the Landlord in costs of rectification will affect the return of the deposit in so far as these costs will be liable to be deducted from it.
- 7.20 Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Property. Not to store or bring onto the Property any articles of a combustible, inflammable or dangerous nature.
- 7.21 Not to hang any washing, clothes or other articles outside the Premises otherwise than in a place designated or permitted by the Landlord or the Landlord's agent and not to hang or place wet or damp articles of washing upon any item of furniture, fixture or fitting or room heater.
- 7.22 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior or interior of the Property and not to install cable telephone and/or cable television without first obtaining written consent of the Landlord or Landlord's agent and where necessary the Local Planning Authority. Where such consent is granted, to meet all costs of installation and removal, and thereafter make good any resultant damage as required by the Landlord or the Landlord's agent.
- 7.23 Not to erect, abandon or place any hut, shed, caravan, house on wheels, boat, commercial vehicle, or any hoarding on the Property.
- 7.24 Not to do anything, or allow anything to be done upon the Property which shall cause damage to, or deterioration of, the internal or external surfaces or the coverings or decoration of, these surfaces.
- 7.25 To inform the Landlord or the Landlord's agent as soon as practicable in the event of loss or damage to the Property, the Contents, or any of the fixtures and fittings. To assist the Landlord or the Landlord's agent with an insurance claim by providing full written details of the loss or damage as soon as is reasonably practicable thereafter.

## **8. INSURANCE**

- 8.1 Not to do anything which would render the policies of insurance held by the Landlord on the Premises and/or on the Fixtures and Fittings void or voidable or to increase the rate of premium on any such policy. Should there be a breach of this provision resulting in any expense or increase in insurance premium at renewal, to repay to the Landlord such extra sums as is necessary.
- 8.2 To reimburse the Landlord for any excess sum, payable under the Landlord's insurance policies 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, servants or guests in breach of this Agreement.

**9. ASSIGNMENT OR SUBLETTING**

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

**10. REPAIRS AND ALTERATIONS**

- 10.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).
- 10.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 10.3 Not to lop cut down or remove or otherwise injure any trees shrubs or plants growing upon the Premises or to alter the general character of the garden.
- 10.4 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 10.5 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
- 10.6 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 18.5.
- 10.7 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld).
- 10.8 The Tenant shall not glue nail screw or otherwise fix anything to the interior or exterior of the Property of the contents without the Landlord's prior written consent. This clause applies in particular to any pictures, poster (and the like) to any walls, ceiling or doors.
- 10.9 Not to decorate or to make any alterations in or additions to the Property and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the prior written consent of the Landlord or Landlord's agent.
- 10.10 To notify the Landlord or the Landlord's agent promptly and in writing of any Contents, fixtures and fittings which are defective or in need of repair and for which the Landlord is responsible for repair under clauses 18.5 to 18.7.
- 10.11 To keep all electric lights in good working order and in particular to replace all light bulbs and fluorescent tubes as and when necessary.
- 10.12 To test at regular intervals the fire alarm and any smoke or heat detectors and any carbon monoxide detectors fitted in the premises and replace any battery in the smoke detectors or carbon monoxide detectors, which are found not to be working. If the smoke detectors or carbon monoxide detectors are not

working after the fitting of a new battery, to promptly inform the Landlord or the Landlord's agent.

- 10.13 Not to disconnect or remove the smoke or heat detectors or carbon monoxide detectors during the Tenancy.
- 10.14 Not to remove any of the said Fixtures, Effects and Furniture (as applicable) from the Property and to leave the same at the termination of the Tenancy in the several rooms and places described in the said Inventory or as found at the commencement of the said Tenancy.
- 10.15 To make good or, to pay or compensate the Landlord for:
- (a) All damages to the Property caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises.
  - (b) The repair or replacement of all Contents, fixtures and fittings as shall be broken, lost, stolen, damaged or destroyed during the Term. This is with exception to damage by fire unless this is due to some act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property.
- 10.16 To carry out repairs or other works for which the Tenant is responsible under this Agreement within one month or sooner if appropriate, of receiving written notice to do so from the Landlord or the Landlord's agent. If the Tenant fails to comply with this notice then the Landlord or the Landlord's 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.
- 10.17 The Tenant shall give notice to the Landlord's agent as managing agents for the Landlord of any repairs which are the responsibility of the Landlord, save where an emergency requires that the repairs be carried out immediately in order to protect the structure of the Property or the contents thereof in which case immediate notice shall be given to the Landlord's Agent as managing agents for the Landlord. If the Tenant does carry out or has carried out repairs in or to the Property in breach of this clause then the Tenant will be liable for all reasonable expenses and costs incurred by the Landlord in rectifying any damage caused by the repairs.
- 10.18 To make good at his own expense any damage caused to the Property, the Contents or the fixtures and fittings which occur due to any breach of this Agreement.

## **11. NUISANCE, DISCRIMINATION, HARASSMENT AND HATE RELATED BEHAVIOUR**

- 11.1 We have a duty to all our tenants to ensure that they are able to enjoy their home and to make sure that they do not have to put up with other tenants or their visitors causing problems or a nuisance in the neighbourhood. For this reason we expect you to take responsibility for the behaviour of all the people

living in or visiting your home and to ensure they do not cause a nuisance, annoyance or disturbance to your neighbours in the neighbourhood, other lawful visitors (such as the emergency services) or to any of our tenants, agents, employees or contractors.

Examples of nuisance, annoyance or disturbance include:

- i) Persistent or prolonged playing of loud music;
- ii) Abusive language;
- iii) Shouting and door slamming;
- iv) Dogs barking and fouling;
- v) Drug abuse;
- vi) Offensive drunkenness;
- vii) Rubbish dumping or discarding litter;
- viii) Major car repairs;
- ix) Playing ball games close to someone else's home;
- x) Throwing stones or mud;
- xi) Use of air rifles and pellet guns;
- xii) The dangerous riding motor bikes around the estates on paths and open spaces;
- xiii) Doing anything that unreasonably interferes with the peace, comfort or convenience of any other person

11.2 You must not commit or allow members of your household or invited visitors to commit any harassment, threat of harassment or hate related behaviour on any ground including race, colour, religion, age, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employee, agents or contractors.

11.3 The Equality Act 2010 prohibits the direct or indirect discrimination of the above personal characteristics. Examples of discrimination, harassment and hate related behaviour include:

- i) Racist behavior or language;
- ii) Using or threatening to use violence;
- iii) Using abusive or insulting words or behavior;
- iv) Stalking someone;
- v) Damaging or threatening to damage another person's home or possessions;
- vi) Writing threatening, abusive or insulting correspondence or graffiti

10.4 You must not play, nor to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that:

- i) It causes a nuisance or annoyance to other persons in the neighbourhood; and/or
- ii) It can be heard outside your home between the hours of 11.00 pm and 8.00 am.

11.5 You must not commit any acts which cause a noise nuisance. Examples of this include:

- i) Loud music/parties;
- ii) Rowdy street behavior;
- iii) Car alarms / exhausts;
- iv) Burglar alarms;
- v) Building noise;
- vi) Dogs barking

10.6 If you are any person living in or visiting your home is convicted of a criminal offence we may take action to end your tenancy.

10.7 Commit any act which has the effect of invalidating the insurance that we have taken out in accordance with clause 18.2.

10.8 Play or allow to be played any radio, televisions, record, tape recording, compact disc, mini disc, DVD or musical instrument or operate any other equipment so loudly that it causes or is likely to cause a nuisance, disturbance or annoyance to neighbours or can be heard outside your home.

## **12. SECURITY ALARM**

12.1 Where an alarm system is installed the said system must be operational at all times when the Property are left unattended. The security number must not be changed or passed on to any third parties.

## **13. Locks**

13.1 Not to change any door locking mechanisms to the Property and not add any additional security devices without the specific written consent of the Landlord.

13.2 The Tenant is responsible for the cost of replacing all locks to the Property including new keys and spare keys for the Landlord should the Tenant misplace/lose their keys.

## **14. UTILITIES SUPPLIER**

14.1 The Tenants may arrange an alternative supplier of either gas and/or electricity but not without first advising the Landlord in writing of an intention to do so and thereafter confirming in writing the precise arrangements secured and with which supplier(s).

**15. INFESTATION OF PESTS AND VERMIN**

- 15.1 The Tenant is responsible for dealing with an infestation at the Property including the costs of obtaining traps, poisons or insecticides, instructing an independent pest control company or the Local Authorities pest control.
- 15.2 Immediately upon the discovery of the issue, the Tenant is to notify the Landlord in writing and confirm what steps the Tenant is taking to deal with the infestation.

**16. LEGIONNAIRES**

- 16.1 In order to prevent the occurrence of Legionnaires disease which is a waterborne bacteria found in artificial water systems such as water tanks, showers and taps the Tenant to prevent the growth of Legionella bacteria should regularly flush water through all water pipes, taps and showers. The Tenant should also regularly dismantle any shower heads and hoses and disinfect and de-scale them with a shop bought disinfectant and cleaner. If the property during the Tenancy is vacant for an extended period each water tap should be turned on and water flushed through it for at least 2 minutes and any shower heads should be disinfected and de-scaled. The Tenant immediately should report any abnormalities in the flow and temperature of the water to the Landlord or the Landlord's agent.

**17. UTILITIES AND OUTGOINGS**

- 17.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.
- 17.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 17.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 17.4 The Landlord shall pay for a television licence for the Property if a licence is required.
- 17.5 The Tenant shall pay the Council tax for the Property.
- 17.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 17.7 Not to alter or extend the electrical installations or wiring or the telephone installation or wiring at the Property.

- 17.8 Not to overload the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electrical system.
- 17.9 Not to change the existing telephone number, if any without the prior written consent of the Landlord or the Landlord's agent or to procure the transfer of the existing telephone number to any other address.
- 17.10 The Tenant agrees that data about the Tenant and the Property may be supplied by the Landlord or the Landlord's agent to the telephone supplier.
- 17.11 If the telephone supplies to the Premises are disconnected as a result of either:
- (a) the Tenant's failure to pay the whole or any part of the charge relating to the service; or
  - (b) as a result of any other act or omission of the Tenant then the Tenant shall repay to the Landlord or the Landlord's Agent all costs incurred in reconnecting the service (including any arrears).

## **18. LANDLORD'S COVENANTS**

- 18.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 18.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.
- 18.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 18.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 18.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
  - (b) keep in repair and proper working order the installations in the Property for the 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 the supply of water, gas or electricity); and
  - (c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 18.6 The Landlord shall not be required to:



- (a) carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or
  - (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 18.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).

## **19. DEFAULT BY THE TENANT**

- 19.1 The Landlord reserves the right to re-enter the Property if:
- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
  - (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
  - (c) the Tenant has breached the agreement; or
  - (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.
- This clause 19.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.
- 19.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.
- 19.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.
- 19.4 If in breach of this Agreement the Tenant vacates the Property before the expiry date, the Tenant will be liable to pay:
- (a) the Rent up to the date that the Property are re-let or the expiry date, whichever is the sooner;
  - (b) the standard rate of Council Tax, or any other replacement property tax, at the rate applicable to the Property up until the date that the Property are re-let or the expiry date whichever is the sooner;
  - (c) any standing and/or consumption charges for utilities up until the date that the Property are re-let or the expiry date whichever is the sooner;
  - (d) a pro-rata part of the Landlord's costs of re-letting the Premises should the Property be re-let before the expiry date.



- 19.5 If there is a breach of clause 7.4(b) or 7.5 then the Landlord shall be entitled to terminate absolutely this Agreement (provided that he first complies with his statutory obligations. This means the Landlord must issue proceedings and obtain an Order for Possession in the County Court). This is without prejudice to the Landlord's right to enforce all of the provisions set out in this Agreement and in particular, but not limited to, the Tenant's liability in respect of the payment of Rent until such time as the Property are re-let and the Landlord's consequential losses arising from any other breach of the provisions set out in this Agreement.

**20. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS**

- 20.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:
- (a) to inspect the condition and state of repair of the Property;
  - (b) to carry out the Landlord's obligations under this Agreement;
  - (c) to carry out repairs or alterations to the next door premises;
  - (d) to take gas, electricity or water meter readings;
  - (e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
  - (f) to show prospective tenants or purchasers around the Property.
- 20.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).
- 20.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property at any time during the Tenancy.
- 20.4 To allow onto the Property any persons that may reasonably require such access to effect work to be neighbouring property or any boundary divide at all reasonable times provided that not less than two days notice has been given. Where such notice is given, to notify the Landlord or the Landlord's agent as soon as possible of the intended access.

**21. EXPIRY OF THE TENANCY**

- 21.1 At the end of the fixed term granted by this Tenancy, the Tenant shall return the Property and the Contents to the Landlord in the condition required by this Agreement.
- 21.2 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired;
  - (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and

- (c) at least six months have passed since the date of this Agreement.
- 21.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 21.4 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

## **22. NOTICES**

- 22.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
  - (a) sent by first class post to the Landlord's address given in clause 22.4;
  - (b) left at the Landlord's address given in clause 22.4; or
  - (c) sent to the Landlord's e-mail address stated in the Parties clause.
- 22.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
  - (a) sent by first class post to the Property;
  - (b) left at the Property; or
  - (c) sent to the Tenant's fax number or e-mail address stated in the Parties clause.
- 22.3 If a notice is given in accordance with clause 22.1 or clause 22.2, it shall be deemed to have been received:
  - (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by first-class post, on the second Working Day after posting; or
  - (c) if sent by e-mail, at 9.00 am on the next Working Day after sending.
- 22.4 The Landlord's address for service is Booth Street Chambers, Booth Street, Ashton under Lyne, Lancashire, OL6 7LQ

## **23. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the law of England and Wales.

**24. GENERAL**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.

FOR INFORMATION ONLY - NOT TO BE USED

**Signed by landlord**

.....

**Signed by tenant**

.....

FOR INFORMATION ONLY - NOT TO BE USED