

TENANCY AGREEMENT

RESIDENTIAL LETTING OF AN ASSURED SHORTHOLD TENANCY
UNDER PART 1 OF THE HOUSING ACT 1988 AS AMENDED 1996

BINDING DATE	
THE LANDLORD of	
THE TENANT(S) of	
THE LEAD TENANT of	(Property address)
THE GUARANTOR	

WHEREBY IT IS AGREED BETWEEN THE ABOVE PARTIES that the Landlord lets and the Tenant takes for the Term and Rent and under the conditions outlined in this Agreement to which all parties agree to be bound:

- (i) all those premises ("the property") comprising one dwelling unit together with all means of access thereto save for any Exclusions as specified in Clause 8 of this Agreement and
- (ii) the use of the garden and garage (if any) save for any Exclusions as specified in Clause 8
- (iii) the fixtures furniture and effects ("the contents") as specified in the Inventory of Contents and Schedule of Condition ("the inventory")
- (iv) the use of car parking space number 7.

THE PROPERTY	
THE TERM	TWELVE MONTHS Commencing Expiring
RENTAL PERIOD	Every calendar month commencing on the first day of the term stated above
THE RENT	£XXXX.XX (_____ ONLY) for each rental period
PAYABLE	In advance clear of all deductions in equal monthly instalments THE FIRST PAYMENT due on the signing of this Agreement and THEREAFTER by one Standing Order to the Landlord's/Agent's bank as detailed in the Definitions herein by the first day of each rental period
THE DEPOSIT	£XXXX.XX (_____ ONLY) to be held until the expiration or sooner determination of the Tenancy in accordance with the Compulsory Tenancy Deposit Protection Scheme provisions of the Housing Act 2004 in accordance with the terms stipulated by The Dispute Service as detailed under Clause 5 of this Agreement

Meter Readings	
Heating	
Electricity	

TENANTS INITIALS

IMPORTANT NOTES ABOUT THIS TENANCY AGREEMENT

This Tenancy Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and the Tenant agree to do or not to do during the Tenancy. The core terms are detailed in Clauses 1– 7. Any special terms, eg consents requested by the Tenant and granted by the Landlord, are detailed under Clause 8 Special Tenancy Conditions or as an Addendum to this Agreement. All these terms, conditions and obligations will be legally binding once the Tenancy Agreement has been signed by all the concerned parties and then dated. You should read it carefully to make sure it contains everything that you want and nothing that you do not wish to agree to. Every attempt has been made to use plain language so that it will be easy to understand, however it is necessary to use some legal terms or references. Definitions of some of the terms and expressions used in this Tenancy Agreement are listed below, if there is anything you do not understand you should ask for an explanation before signing it. You might also consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

DEFINITIONS

“Binding Date” is the date on which this Tenancy Agreement is “executed” and thereby technically becomes a legally binding contract after both parties (or their authorised representatives) have signed, although it may be possible for either party to take legal action against the other if they withdraw prior to this date.

“the Landlord” includes the person or persons for the time being who owns the interest in the Property which gives the right to possession of it when this Tenancy ends.

“the Tenant” includes the person or persons who for the time being is entitled to the Property under this Agreement.

“the Lead Tenant” means (i) in the case of Joint Tenants, one of their number who has been nominated to act on their behalf; and (ii) where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party.

“Third Party” means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of S212 to S215 of the Housing Act 2004.

“the Guarantor” means the person or body who undertakes to pay and make good to the Landlord all losses in the event of non-payment of rent or the breach of any of the covenants contained in this Agreement by the Tenant.

“the Landlord’s Agent” means **Findlay Property Investment Ltd.**, 73 Broadway Market, London E8 4PH (ph: 020 7254 9444) or any other person notified to the Tenant who is acting from time to time on the authority and on behalf of the Landlord. The Landlord’s Agent is not a party to this Agreement.

“the Property” means the premises which have been agreed to be let including any parts of the exterior forming part of the let (eg gardens, paths, fences, boundaries or outbuildings). Where the premises is a Flat or forms only part of a property the letting includes the use, with others, of communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.

“the Head Lease” means the Lease (if any) under which the Landlord holds the Premises and this letting shall be subject to all exceptions and reservations contained therein.

“the Contents” means the Landlord’s furniture, furnishings, fixtures, fittings and effects including sanitaryware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the Inventory.

“the Inventory” means the Inventory of Contents and Schedule of Condition which refers to any document prepared by the Landlord, the agent or an inventory clerk and provided to the Tenant detailing the Landlord’s fixtures and fittings, the décor and condition of the premises generally. Such document may be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy and any significant mistakes or mis-descriptions notified in writing to the Landlord or his agent as soon as practicable and a copy kept for future reference in order to avoid later disputes.

“the Deposit” means the sum paid by the Tenant to the Landlord in respect of any damage or disrepair occasioned to the Property (save for fair wear and tear) including in respect of any rent and claims for damages to the Contents or any other obligation contained in this Agreement.

“fair wear and tear” means loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or aging.

“the Term” means the length of the letting agreed in this Agreement.

“the Tenancy” means the full period of occupation of the property by the Tenant for the defined term.

Tenants’ Joint & Several Liability Where the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. If one or more persons fail to comply with their obligations or pay their proportion of any sums due, the other occupants named as Tenant are obliged to pay the difference. A maximum of four people can be joint Tenants.

Landlord or Guarantor Joint & Several Liability Where there are two or more persons included in the expression “The Landlord” or “the Guarantor” the obligations contained in this Agreement which are stated as belonging to the Landlord or the Guarantor shall be the joint and several responsibility of all persons included in these expressions and shall continue until all liabilities have been discharged in full.

Words importing the **singular** number include the **plural** number and vice versa.

Words importing the **masculine** gender only include the **feminine** gender and vice versa.

“the Rent” Unless otherwise stated all rental payments should be made by Standing Order to the Agent’s bank as follows:

Bank: NatWest

Account Name: Findlay Property Investment Ltd. Client Account

Sort Code: 60-23-32

Account Number: 81061277

TENANTS INITIALS

Findlay Property Investment Ltd.
Residential Lettings Tenancy Agreement

1. TENANT OBLIGATIONS

The Tenant agrees with the Landlord that throughout the Tenancy the Tenant or Tenants jointly and severally liable for all obligations under this Agreement will:

1.1 **Pay Rent**

Pay the rent and any other sums due to the Landlord whether demanded or not on time and in the manner specified in this Agreement. The rent should be paid in full without any deductions or set-off except for any reasonable deduction where the Landlord is in genuine breach of his repairing or other obligations under this Agreement and where the Landlord or the Landlord's Agent have given prior written consent that a specified reasonable deduction or set-off may be made.

1.2 **Pay Interest**

The Landlord reserves the right to charge interest on any amounts of rent due and in arrears at the rate of 4% above the Bank of England base rate calculated on a day to day basis from the date that the same shall become due until payment in full is made and recover the interest as though it were rent.

1.3 **Transfer Services**

Immediately on the signing of this Agreement arrange for gas electricity fuel water and telephone services (as available to the Property) to be transferred to the Tenant's name and pay for any transfer charge applicable and immediately notify the Landlord or the Landlord's Agent in the event of the transfer of the services to a different supplier.

1.4 **Pay Utilities**

Pay direct to the appropriate authority all charges for gas electricity fuel and water which shall be consumed or supplied on or to the Property.

1.5 **Pay Telephone**

Pay direct to the provider all charges for the telephone line rental on the Property and the linked telephone line for the burglar alarm (if applicable) and use of the telephone BUT NOT transfer or change the telephone number or the telephone equipment without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement.

1.6 **Pay Council Tax**

Immediately on the signing of this Agreement register with the appropriate Council Tax authority as resident of the Property and pay the Council Tax in respect of the Property.

1.7 **Pay TV Licence**

Pay for the Television Licence for any television set in the Property whether belonging to the Landlord or Tenant or any hire company.

1.8 **Prohibit New Installation or Disconnection**

Not permit or arrange for a meter to be installed at the Property or for the disconnection or termination of any utility or telephone service without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. Where the Tenant allows, either by default or payment or specific instruction without prior consent, the utility or other services to be cut off, whether during or at the end of the Tenancy, the Tenant is to pay or be liable to pay, the costs associated with reconnecting or resuming those services.

1.9 **Care for Property**

Not cause or allow to be caused any damage or loss to the Property and Contents and use the Property and Contents in a proper and tenant-like manner including but not restricted to, changing, replacing or renewing at his own cost all light bulbs, fuses, plugs, batteries, vacuum cleaner bags and filters.

1.10 **Replace Broken Glass**

Replace all cracked or broken glass promptly with the same quality glass, where the crack or breakage has been caused as a result of any action or misuse or negligence of the Tenant or any

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invitee of the Tenant.

1.11 Smoke Detectors

Ensure that all smoke detectors (where available) are tested regularly and kept free from obstruction and fully operational at all times including the replacement of batteries if applicable and in the event that a contractor is required to attend the Property for such purposes to pay the costs thereby incurred.

1.12 Good Repair

Keep the Interior and Contents of the Property including all electrical gas and other appliances equipment and apparatus (except as provided in Clause 2 of this Agreement) in good repair and condition and take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

1.13 Preserve Interior Condition

Preserve the interior and Contents of the Property in good order and in a clean condition as at the commencement of the Tenancy, fair wear and tear due to reasonable and normal use and damage by accidental fire and other insured risks excepted unless as a result of misuse or negligence on the part of the Tenant or any invitee of the Tenant.

1.14 Clean Windows

Keep clean all windows inside and out and ensure they are in the same clean state and condition at the end of the tenancy as they were at the beginning.

1.15 Prevent Obstructions

When caused by the Tenant's waste or as a result of misuse or negligence of the Tenant or any invitee of the Tenant, keep all baths sinks taps lavatories cisterns drains waste and other pipes serving such fixtures at the Property clean open and free from obstruction including keeping gutters gullies and down pipes free of debris, and protect the Landlord from loss arising from any claim in respect of all damage caused as a result of the Tenant being in breach of this clause.

1.16 Protect from Freezing

At all times take all reasonable precautions to protect the Property against freezing and bursting of pipes provided the pipes and other installations are kept adequately insulated by the Landlord and to protect the Landlord from loss arising from any claim in respect of all damage caused as a result of the Tenant being in breach of this clause.

1.17 Keep Ventilated

Keep the Property adequately ventilated so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the property and its fixtures fittings and contents.

1.18 Chimneys and Flues

Keep any chimneys and flues where they are used during the tenancy thoroughly swept and in clean condition

1.19 Fuel Storage

Any coal/logs stored at the Property must be stored in an appropriate and suitable receptacle in such place as will not cause damage to the Property or its Contents or decoration.

1.20 Prevent Infestation

Not keep any refuse or rubbish on the Property and regularly dispose of same in polythene bags or other suitable receptacles to maintain acceptable levels of hygiene and prevent outbreaks of any infestations of pests or disease.

1.21 Maintain Gardens

Keep any gardens and grounds including any pond terrace or patio included in the demise in a neat unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns trees and shrubs in a proper manner as seasonally required but not cut down or remove any trees shrubs or plants (other than annual plants) or otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord or the Landlord's Agent.

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1.22 **Not Alter Property**

Not pull down alter or add to or in any way interfere with the construction or arrangement of the Property. Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Property without the previous consent in writing of the Landlord or the Landlord's Agent. In the case of any breach of this clause the Tenant shall be responsible for the cost of reinstatement or redecoration at the expiration or sooner termination of the Tenancy.

1.23 **Not Remove Contents**

Not remove or allow the removal from the Property save for the purpose of cleaning or repair of any of the Contents of the Property nor store the same in any loft basement garage or outbuilding without the prior written consent of the Landlord or the Landlord's Agent which if granted will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement

1.24 **Not Affix Items to Walls**

Not to hang pictures, other than by the existing picture hooks or fastenings referred to in the Inventory; nor affix anything by use of sellotape or blu-tac or any other adhesive material; nor cut into or make any holes or pierce nail pin screw peg or bolt into the wall ceilings floors or Contents of the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.25 **Not Post Signs**

Not to exhibit affix or display or allow to be exhibited affixed or displayed any notice board or notice visible from outside the Property advertising any profession trade or business or any goods or services without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.26 **Not Affix or Erect Aerial or Satellite Dish**

Not to affix or erect outside the Property any television or radio aerial or satellite dish or install any cable television or cable telephone without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.27 **Not Keep Pets**

Not keep or allow to be kept on the Property any animal bird or domestic pet without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.28 **Not Change Locks**

Not alter change or install any locks on any doors or windows in or about the Property or have any additional keys or remote control devices made except in the case of an emergency without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. Where consent to change locks is granted one set of the new keys must immediately be made available to the Landlord or the Landlord's Agent.

1.29 **Use of Burglar Alarm**

Take every precaution to ensure the correct use of the burglar alarm system if provided to the Property and not permit the burglar alarm or the pre-set digital burglar alarm code to be changed without the consent of the Landlord or the Landlord's Agent which cannot be unreasonably withheld. Pay any call out charge or costs for repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant or any invitee of the Tenant.

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- 1.30 **Secure Property**
Not leave the Property unattended or unoccupied for any period whatsoever without locking and securing all deadlocks and other locks and bolts fitted to the doors and windows permitting access to the Property and ensuring the burglar alarm (if any) is activated.
- 1.31 **Notify if Unoccupied**
Not leave the Property vacant unattended or unoccupied for a period of more than 28 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Agent of the intention to do so.
- 1.32 **Uninsured Losses & Excess**
Undertake to repay to the Landlord all sums not payable by the Landlord's Insurers, or any excess sum payable under the Landlord's insurance policy, in respect of any damage or loss to the Property or the Contents arising as a result of accidental damage misuse or negligence by the Tenant or any invitee of the Tenant, or of any default or breach of any of the Terms of this Agreement.
- 1.33 **Landlord's Insurance**
Not do or permit to be done any act or thing which may render void or invalidate any policy of insurance on the Property or the Building nor which may cause an increased premium to be payable. In such event the Tenant will pay or be liable to repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord rendered necessary by a breach of this clause. Details of the Landlord's insurance will be provided if requested.
- 1.34 **Tenant's Insurance**
On the understanding that no cover is provided by any insurance policy maintained by the Landlord for any personal possessions introduced into the Property by the Tenant, the Tenant shall if desired, arrange for full and adequate insurance cover for such items and in any event be personally liable for any loss or damage occasioned to the Property or Contents by the introduction and use of such personal items by the Tenant.
- 1.35 **Permit Access**
Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord or the Landlord's Agent at reasonable hours by prior appointment (save in the case of an emergency) to enter the Property to view the state and condition thereof or to undertake any repairs in compliance with obligations placed on the Landlord by law, or other necessary repairs or redecoration of the Property, or require access to effect work to a neighbouring property or boundary divide.
- 1.36 **Permit Viewing**
Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord or the Landlord's Agent by reasonable prior appointment during the last two months of the Tenancy or other period of notice to show the Property to potential purchasers or tenants.
- 1.37 **Permit Notices**
Permit the Landlord or the Landlord's Agent during the last two months of the Tenancy or other period of notice to affix a notice of re-letting or selling on the Property.
- 1.38 **Take Remedial Action**
In an emergency to take appropriate reasonable minimum remedial action to prevent further damage to the Property and give immediate notice to the Landlord or the Landlord's Agent.
- 1.39 **Give Notice of Defects**
Notify the Landlord or the Landlord's Agent immediately upon becoming aware of:
- (i) any damage, defect or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant,
 - (ii) any burglary or attempted burglary upon the Property
 - (iii) any notices proceedings or letters left on or delivered to the Property

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and the Tenant shall be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.

1.40 **Head Lease**

If applicable and where the Tenant is notified prior to signing this Agreement in writing or by provision of copy documents of any agreements or restrictions contained in any superior or head lease affecting the property which may bind the landlord (and his tenant) in the use or occupation of the property, the Tenant agrees to observe such terms of the Head Lease under which the Landlord holds the Property and not to do or permit to be done any contravention of the terms. The Tenant will also comply with all and any regulations made by the Superior Landlords from time to time relating to the building and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of same.

1.41 **Deed of Covenant**

Where applicable at the Landlord's expense the Tenant will enter into a Deed of Covenant or such other Deed as the Superior Landlords may reasonably require in accordance with the terms of the Head Lease (if any)

1.42 **Communal Areas**

Where applicable not obstruct any common passageways hallways and staircases nor keep or store or place any item or package or bicycle or pushchair in any communal area of the Property. Nor hang or permit to be hung or exposed any clothes or other articles in any communal or shared garden or upon the exterior of the Property except where expressly permitted by the Landlord or the Landlord's Agent.

1.43 **Not to Assign**

Not assign charge sub-let or part with or share possession or occupation of the Property or any part thereof nor take in or receive paying guests or lodgers without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.

1.44 **Not Cause Nuisance**

Not use the premises or allow others to use the premises in a way which may cause damage or a disturbance, nuisance, annoyance, inconvenience to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them.

1.45 **Music and Noise**

Not play any musical instrument, music player, radio or television or cause or permit any undue loud noise to take place in the Property so as to cause disturbance, annoyance or inconvenience to the occupiers or owners of any neighbouring, adjoining or adjacent property or so as to be audible outside the Property between the hours of 11.00 pm to 7.30 am.

1.46 **Permitted Use**

To use the Property for no other purpose than that of a strictly private residence for the occupation of the Tenant and the Tenant's immediate family and occasional guests only and

- (i) not to carry on at the Property or allow the Property to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Property and
- (ii) not to hold or allow to be held any large meeting or gathering upon the Property or any sale by auction thereon and
- (iii) not to use or permit the Property or any part thereof to be used for any illegal or immoral purposes.

1.47 **Combustible Matter**

Not take into or keep at the Property any combustible offensive or dangerous fluids fuels or materials or any gas paraffin or other liquid fuel unless required for normal household use and fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority.

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1.48 **Own Gas Appliances**

Immediately notify the Landlord or the Landlord's Agent if any gas appliance is brought into the Property by the Tenant and ensure that it is properly connected to the appropriate pipework by a suitably qualified CORGI engineer and is safe to use. The Tenant will immediately stop using and remove any such gas appliance which is unsafe or dangerous to either the occupants or the Property.

1.49 **Prohibited Substances**

Not to use or consume in or about the Property at any time any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted.

1.50 **End of Tenancy**

At the expiration or sooner termination of the Tenancy:

- (i) deliver up to the Landlord possession of the Property and its Contents furniture fixtures and fittings in a sound and clean condition as at the beginning of the Tenancy (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory
- (ii) make good and/or pay for the repair of or replace with articles of similar kind and equal value or pay compensation for all such items of the Contents as shall be broken lost damaged or destroyed accidentally or wilfully during the Tenancy.
- (iii) arrange and pay for the cleaning to a professional standard of the Property and all the Contents including the washing or dry cleaning (including ironing and pressing) of all linen counterpanes blankets curtains upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same and the cleaning of any carpets which shall be shown by reference to the Inventory to have been soiled during the tenancy or contribute a fair proportion towards the cost of the final cleaning thereof
- (iv) attend or appoint a representative to attend the checking of the Inventory
- (v) notify all utility and council tax authorities of the date of termination of the Tenancy and pay all outstanding accounts with the service providers up to and including the day of termination and not allow such services to be cut off or disconnected. In the event that the Tenant allows, either by default of payment or specific instruction, the disconnection of services, he will be liable to pay the costs associated with reconnecting or resuming those services.
- (vi) arrange for the return to the hire company prior to the inventory check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Property
- (vii) deliver all keys and remote control devices to the Landlord or the Landlord's Agent and pay to the Landlord any costs incurred by the Landlord in replacing the locks or devices where such keys or devices are missing.
- (viii) remove all personal items. The Tenant will be responsible for meeting all reasonable removal costs and/or storage charges when items are left in the Property. The Landlord will remove and store such items, unless they have clearly been discarded deliberately, for a maximum of one month and will notify the Tenant at the last known address. If the items are not collected within one month the Landlord may dispose of them and the Tenant will be liable for the reasonable costs of disposal, which may be deducted from any sale proceeds or the deposit and if there are any costs remaining they will remain the Tenant's liability.

1.51 **Breach of Tenancy**

- (i) The Tenant shall pay or be liable to pay to the Landlord, unless a court orders otherwise, the reasonable legal costs and expenses (including VAT), whether or not the same shall result in court proceedings, properly incurred by the Landlord or the Landlord's Agent or professional advisers in the enforcement or remedy of any breach of the Tenant obligations under this Agreement.

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- (ii) The Tenant shall pay the cost of any bank or other charges incurred by the Landlord or the Landlord's Agent if any standing order payment or cheque submitted by the Tenant is withdrawn or dishonoured by the Tenant's bank.

1.52 **Housing Benefit**

In the event of the Tenant making a claim for Housing Benefit, the Tenant shall:

- (i) immediately upon making such a claim advise the Landlord or the Landlord's Agent;
- (ii) pay any shortfall in rent or other payments due to the Landlord not included in the Housing Benefit payment, to the Landlord or the Landlord's Agent in a timely manner and not allow such payments to fall into arrears;
- (iii) immediately notify the relevant Housing Benefit Department and the Landlord or the Landlord's Agent of any change in circumstance which may affect the Benefit entitlement;
- (iv) be liable at any time to reimburse the Landlord or the Landlord's Agent any sums which the Landlord or the Landlord's Agent is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord or the Landlord's Agent on behalf of the Tenant, and has been accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

2. **LANDLORD OBLIGATIONS**

The Landlord agrees with the Tenant that the Landlord will:

2.1 **Deliver Up Property**

At the commencement of the Tenancy deliver the Property and Contents in a condition which is tidy and clean to a professional standard with all appliances in proper working order and provide a telephone line to the property in addition to any telephone line linked to any burglar alarm system.

2.2 **Allow Quiet Enjoyment**

Permit the Tenant who under the terms of this Agreement is paying the rent and complying with the Tenant obligations to quietly possess and enjoy the Property during the Tenancy without any unreasonable or unlawful interruption.

2.3 **Pay Outgoings**

Pay all taxes, insurance, service charge assessments, impositions and other outgoings in respect of the Property other than those described in this Agreement as being payable by the Tenant.

2.4 **Maintain Property**

Carry out those repairs to the Property the liability for which is imposed upon the Landlord by Section 11 the Landlord & Tenant Act 1985 as amended by Section 116 of the Housing Act 1988. This liability obliges the Landlord to repair the structure of the Premises and exterior (including drains, gutters and pipes) and certain installations for the supply of water, electricity and sanitation (including basins, sinks baths and sanitary conveniences and for space heating or water heating but not other fixtures, fittings and appliances for making use of the supply of water and electricity). This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 1.39 above

2.5 **Maintain Appliances**

Put and keep in repair and proper working order the central heating system electrical appliances and other equipment provided by the Landlord for the use of the Tenant provided that the Tenant shall be responsible for the cost of such repair or replacement if it is necessary as a result of damage sustained through misuse or negligence by the Tenant.

2.6 **Burglar Alarm**

Maintain in proper working order the burglar alarm system (if any) provided to the Property save that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant shall be payable by the Tenant.

2.7 **Head Lease**

Where applicable and save where the same are the responsibility of the Tenant by virtue of this Agreement the Landlord will observe perform and carry out at his own cost such repairs and

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decorations as may be required by virtue of the provisions of the Head Lease under which the Landlord holds the Property.

2.8 **Common Parts**

Where applicable and unless prevented by any cause not under the direct control of the Landlord to use his reasonable endeavours to ensure any common parts entrance hall staircase passageway and lift are clean and properly lit and that any other maintenance and repairs affecting the Property which are the responsibility of any Superior Landlord or Freeholder under the terms of any Head Lease are carried out as quickly as practicable with the minimum of disruption and inconvenience to the Tenant.

2.9 **Insurance**

Insure and maintain a comprehensive policy of insurance on the Property and the Contents (but not for those personal items or possessions introduced into the Property by the Tenant – see Clauses 1.32, 1.33 and 1.34 above) for the duration of the Tenancy in the full insurable value against fire flood escape of water and other insurable risks. The Landlord will not be in breach of the provisions of this clause if the policy is made void by any act or omission or default of the Tenant or any invitee of the Tenant.

2.10 **Habitation**

If the Property or part of the Property shall be destroyed or damaged by any of the risks against which the Landlord shall have insured so as to be unfit for occupation or use then the rent or a fair proportion according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Property shall again be rendered fit for occupation and use PROVIDED always that

- (i) the Landlord will not be liable to pay compensation to the Tenant and
- (ii) the Landlord's insurance shall not have been made invalid as a consequence of any act or omission on the part of the Tenant or any invitee of the Tenant.

2.11 **Arbitration**

If the Landlord and the Tenant do not agree on the fair proportion payable under clause 2.10 above then such dispute or difference may be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification thereof to be appointed on the application of either the Landlord or the Tenant provided that:

- (i) both parties are in agreement to so doing and will pay the cost thereof in equal shares or in such shares as the arbitrator may determine, and
- (ii) it is understood that this clause does not affect either party's right to pursue a dispute through the courts in the usual way.

2.12 **Title and Consents**

The Landlord warrants that he is the sole owner of the leasehold or freehold interest in the Property and that all consents necessary to enable him to enter into this Agreement have been obtained.

2.13 **Safety Regulations**

The Landlord warrants that:

- (i) Where applicable all upholstered furniture soft furnishings beds mattresses pillows and cushions supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
- (ii) All gas appliances within the Property comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with The Gas Safety (Installation and Use) Regulations 1998.
- (iii) All mechanical and electrical equipment in the Property are in good repair and working order and that all electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 1994 and that the Landlord will at his own expense maintain the same in such condition during the term of the Tenancy (except in the case of misuse by the Tenant or any invitee of the Tenant).

TENANTS INITIALS

2.14 **Landlord Resident Overseas**

Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative of appoint an agent to whom the rent due under this Agreement shall be paid. If the Landlord fails to appoint such a representative or agent it is agreed that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident landlords.

3 **FORFEITURE**

3.1 **Provision for Re-Entry**

In the event of the circumstances stated in (i) – (iv) below, the Landlord may seek a court order to bring the Tenancy to an end. Upon the grant of a possession order the Tenancy shall be terminated and the Landlord may re-enter and recover possession of the Property and Contents. Such action will not restrict or limit any other rights or remedies of action the Landlord may have under this Agreement.

- (i) If the Tenant is at least fourteen (14) days late in paying the rent or any part of the rent (whether legally demanded or not).
- (ii) Ground 2 Part1 Schedule 2 of the Housing Act 1988: The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and— (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the [1925 c. 20.] Law of Property Act 1925; and (b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and (c) the court is satisfied that it is just and equitable to dispense with the requirement of notice; and for the purposes of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.
- (iii) In the event of the breach of any agreements on the part of the Tenant and in particular relating to Ground 8 in Part I Schedule 2 of the Housing Act 1988 and Grounds 10-15 inclusive and Ground 17 in Part II Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 as follows:

Mandatory Ground

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent 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.

- (iv) If the Property shall be left vacant or unoccupied for twenty eight days without any notification having been given to the Landlord or the Landlord's Agent.
- (v) If the Tenant is adjudicated bankrupt or makes application for an interim order or enters any voluntary arrangements with his creditors or suffers the process of execution or distraint upon his goods.

TENANTS INITIALS

3.2 **Acceptance of Rent**

Acceptance of rent by the Landlord shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements of stipulations contained in this Agreement.

3.3 **Agent's Administration Charges**

In the event that the Landlord's Agent is required to send letters to the Tenant in respect of any breach of the Tenant's agreements and obligations within this Tenancy Agreement, the Tenant will be charged by the Landlord's Agent an administration fee of £25 plus VAT (£29.38) per letter sent.

4 **INVENTORY**

4.1 **Inventory Make**

The Landlord will be responsible for the making of a fully comprehensive Inventory of Contents and Schedule of Condition of the Property.

4.2 **Check In**

The Landlord will pay the fee for the checking of the Inventory at the commencement of the Tenancy.

4.3 **Check Out**

The Tenant will pay the fee for the checking of the Inventory at the termination of the Tenancy.

4.4 **Attendance**

The Tenant will attend or appoint a representative to attend the Inventory Check In and Check Out and in the event that the Tenant or any Agent appointed by him shall not keep a mutual appointment made upon reasonable notice by the Landlord or the Landlord's Agent to check the Inventory, or the Inventory Check Out cannot be completed as arranged due to goods not belonging to the Landlord not having been removed, the Tenant will be liable to pay the additional costs incurred by the Landlord in making and attending further appointments to check the Inventory.

4.5 **Use of Inventory**

A copy of the Inventory of Contents and Schedule of Condition of the Property and Check-In Report shall be provided to the Tenant upon commencement of this Tenancy the principal copy of which will be retained by the Landlord or the Landlord's Agent after verification by the Tenant at the Check-in and at the termination of the Tenancy the report compiled by the Inventory Clerk appointed by the Landlord or his Agent shall be used for the purposes of Clause 5 of this Agreement.

5 **DEPOSIT**

The Deposit is protected under the Tenancy Deposit Protection Scheme provisions of the Housing Act 2004, details of which will be provided to the Tenant by the person holding the Deposit, as detailed below.

5.1 **Deposit Paid and Held**

Prior to the commencement of the Tenancy hereby created the Tenant (or a Third Party on behalf of the Tenant) will pay to the Landlord's Agent the sum specified herein as Deposit, as security for and in respect of the performance by the Tenant of all the obligations contained in this Agreement including those set out in 5.2 and in accordance with the Compulsory Tenancy Deposit Protection provisions of the Housing Act 2004.

The Deposit will be held in a secure registered account by the Landlord's Agent in accordance with the terms set out by The Dispute Service to hold throughout the term and until the termination of the Tenancy in accordance with the Terms and Conditions of The Dispute Service.

The Agent will confirm by email or in writing to the Tenant that the Deposit has been registered with them and provide information relating to the applicable time-scale for the return of the Deposit and the

TENANTS INITIALS

arrangements for the resolution of any disputes that may arise (ADR).

The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com

5.2 **Tenant Liability**

The Deposit will be applied in whole or in part to pay for:

- (i) any sum in respect of any damage or disrepair, or compensation for damage or disrepair, to the Property and Contents or for missing items for which the Tenancy may be liable subject to allowance for reasonable fair wear and tear and for the age and condition at the commencement of the tenancy;
- (ii) fair costs incurred in compensating or rectifying or remedying any breach by the Tenant of the obligations under this Agreement including those relating to cleaning;
- (iii) any sum remaining unpaid after the termination of the Tenancy which is lawfully due or payable by the Tenant to the Landlord, or any utility or service provider or other authority;

provided that the sum of the Deposit shall not limit the liability of the Tenant and it is understood that nothing shall absolve the Tenant from the obligations to pay rental and outgoings when they become due during the Tenancy.

5.3 **Deductions from the Deposit**

No deductions may be made from the Deposit at any time without the written consent of both the Tenant and the Landlord.

5.4 **Return**

At the end of the Tenancy an account of any sums due to the Landlord, including the Agent's reasonable fees and disbursements, to arrange or undertake the remedy of any damage occasioned to the Property and Contents for which the Tenant may be liable under the terms of the Tenancy Agreement, will be served on the Tenant and upon the agreement of both the Landlord and the Tenant the balance of the Deposit if any, will be released by The TDS to the Tenant or the Lead Tenant or any Third Party as applicable. Interest may be payable at the discretion of The TDS. In the event that the Deposit is insufficient to pay all liabilities the remainder shall remain due and payable by the Tenant to the Landlord.

5.5 **Lead Tenant**

In the event of Joint Tenants or a Third Party, the Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf in connection with the Deposit. Any change in the details of the Lead Tenant must immediately be notified to the Landlord and the Landlord's Agent. Should the Lead Tenant depart the property the remaining Tenants must immediately nominate a replacement and inform The DPS and Findlay Property Investment Ltd accordingly.

5.6 **Change of Joint Tenants**

As outlined in Clause 1.43 above, the Tenants may not re-assign possession or occupation of the Property without the prior written consent of the Landlord or the Landlord's Agent. In the event that such consent is requested and granted, it is the responsibility of the Tenant(s) to financially recompense one another outside of the scope of The TDS for repayment of any share of the Deposit that may become due to a departing Joint Tenant or to a Third Party. This includes the recompense for any costs for reparation of damages assumed due at that date.

5.7 **Disputes of Deposit**

In the event of a Dispute, this will be dealt with in accordance with the provisions of the Tenancy Deposit Protection Scheme Alternative Dispute Resolution (ADR) as administered by The TDS, the details of which will be provided to the Tenant at the start of the Tenancy. This will not however affect either party's right to pursue a dispute through the courts in the usual way.

TENANTS INITIALS

6 NOTICES

6.1 Validity of Service

- (i) In accordance with Section 196 of the Law of Property Act 1925 any notice or document to be served by either party pursuant to this Agreement or otherwise shall be deemed to have been validly and sufficiently served if in writing and delivered to the receiving party's address or last known address by hand or sent by first class post or by registered post or recorded delivery and any such notice or document shall be deemed to have been served two working days after the date of posting save that where hand delivered prior to 5.00 pm it shall be deemed to have been served on the next working day.
- (ii) Any notice or document to be served on the Tenant may be served by the Landlord or by the Landlord's Agent on behalf of the Landlord.

6.2 Service of Notice

For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is as stated on page 1 of this Agreement. Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address. Where the Landlord's address is not in England and Wales, the address of the Landlord's Agent as detailed in this Agreement under Definitions may be used as an alternative address for the service of notices on the Landlord (including notices in proceedings). If either of these addresses should change during the term of the Tenancy the Tenant will accordingly be notified in writing.

6.3 Housing Act 1988

This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly.

7 MISCELLANEOUS

7.1 Cost of Agreement

The cost of preparing this Tenancy Agreement shall be borne equally by the Landlord and the Tenant.

7.2 Stamp Duty Land Tax

If applicable the Tenant shall be responsible for the payment of the Stamp Duty Land Tax payable in respect of this Tenancy. Further information may be obtained from the Inland Revenue enquiry line on 0845 6030135 or from their website at www.inlandrevenue.gov.uk/so

7.3 Agent of the Tenant

Any payments in respect of or on account of rent made by or drawn on accounts other than those of the Tenant named in this Agreement will be accepted by the Landlord as payment made by or on behalf of the Tenant only and in no circumstances shall constitute the creation of a new Tenancy to any other person.

7.4 Jurisdiction of Law

This Agreement shall be governed by and construed in accordance with English Law. Each of the parties hereto irrevocably agrees that the Courts of England are to have jurisdiction to hear and determine any suit action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement ("Proceedings") including but not limited to recovery by the Landlord of possession of the Premises and for all such purposes the parties irrevocably submit to the jurisdiction of the English Courts

7.5 Contract Terms

If any provision or clause contained in this contract shall be held by a court of law or other body to be unreasonable or unenforceable then such clause or provision or clauses or provisions shall be deemed to be a severable part of this contract and all remaining parts or clauses or provisions of the contract shall remain in full force and effect

7.6 Third Party Rights

TENANTS INITIALS

Neither party intends any of the terms of this contract to be enforceable by any third party pursuant to The Contract (Rights of Third Parties) Act 1999.

7.7 **Data Protection & Confidentiality**

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 the individual parties 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 them and to have it amended if it is shown to be incorrect.

8 SPECIAL TENANCY CONDITIONS

8.1 **Termination**

It is agreed and understood that the Tenancy hereby created may be terminated by serving advance written notice to the Landlord's Agent in accordance with Clause 6.1 and 6.2 above and as outlined in the Tenant Break Clause and Landlord Break Clause (if any) below provided always that it is understood that:

- (i) up to the time of the termination the Tenant shall pay the rent and observe and perform the Tenant obligations covenants and conditions contained in this Agreement and
- (ii) immediately on the expiration of such notice the Tenant shall yield up the Property with vacant possession and the Tenancy and everything contained in this Agreement shall cease but without prejudice to the rights and remedies of either party against the other in respect of any claim or breach of obligation arising from the Tenancy.

Tenant Break

No less than one month notice in writing such notice not to expire prior to the **(SIX MONTHS FROM CONTRACT START)**..

Landlord Break

No less than two months' notice in writing in accordance with Section 21 of the Housing Act 1988 such notice not to expire prior to the **(SIX MONTHS FROM CONTRACT START)**.

TENANTS INITIALS

SIGNED BY THE PARTIES

This is a legally binding agreement. Do not sign this agreement if you do not want to be bound by it.

Signed for and on behalf of **THE LANDLORD**

by Findlay Property Investments Ltd. as Agent for the Landlord

.....

Name (block capitals)

.....

Signature

Signed By THE TENANTS

Once this Tenancy Agreement has been signed the Tenant is responsible for paying any Stamp Duty Land Tax which may apply for this Tenancy Agreement to the Inland Revenue. Failure to pay the Stamp Duty Land Tax within 30 days could result in a substantial fine. Further information can be obtained by telephoning the Inland Revenue Helpline on 0845 6030135 or by visiting their website at www.inlandrevenue.gov.uk/so

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Name (block capitals)

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Signature

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Name (block capitals)

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Signature

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Signature

TENANTS INITIALS