

**DATED**

25/06/2024

**ASSURED SHORTHOLD TENANCY AGREEMENT**

**relating to**

**\_Property Address**

**between/among**

**The Landlord**

**and**

**The Tenant**

**IMPORTANT:**

THIS TENANCY AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT, YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER CONSULTING A SOLICITOR OR CITIZENS ADVICE OR HOUSING ADVICE CENTRE. IT SHOULD BE KEPT AT LEAST FOR THE LIFETIME OF THE TENANCY AS YOU MAY NEED TO REFER TO IT IN THE FUTURE.

In addition to this Agreement your landlord or the landlord's agent may provide you with an Inventory and Schedule of Condition detailing the landlord's fixtures and fittings and the current condition of the property. You may be asked to sign the Inventory and Schedule of Condition.

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**SCHEDULE 1 – Permitted Occupiers**

**SCHEDULE 2 – Additional Terms and Conditions**

This Agreement is dated 25/06/2024

**PARTIES**

- (1) Mrs Test Landlord of c/o Test Road, Milton Keynes, ZX99 1AA, United Kingdom **(Landlord)**
- (2) Miss Test Tenant of  
Current address:  
(Line One) .....  
(City) .....  
(Country) .....  
(Postcode) .....  
.  
phone number, test@rightmove.co.uk **(Tenant)**

**CONTACT DETAILS OF THE LEAD TENANT FOR COMMUNICATION PURPOSES AT THE END OF THE TENANCY**

Name	Miss Test Tenant
Email Address	Test@rightmove.co.uk
Phone Number	Phone numbers

Agreed terms

## 1 INTERPRETATION

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

### 1.1 Definitions:

**Agent:** person or company responsible for letting or managing the property.

**Agreement:** References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

**Contents:** the furniture, furnishings and any other items set out in an Inventory and Schedule of Condition that the Landlord or Agent may supply at the beginning of this Agreement.

**Deposit:** £0000

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Fixtures and Fittings:** Any of the Landlord's furniture, furnishings, carpets, sanitary ware (toilet bowls, baths, sinks, showers and other fittings), decorative features, electrical equipment, white goods, other equipment or any floor, ceiling or wall including anything listed on the Inventory and Schedule of Condition that the Landlord or the Agent supply.

**HA 1988:** Housing Act 1988.

**HA 2004:** Housing Act 2004.

**Headlease:** means the lease (if any) under which the Landlord holds an interest in the Property

**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 from time to time and Insured Risk means any one of the Insured Risks.

**Interested Persons:** means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents.

**Inventory and Schedule of Condition:** a list of Contents and description of the condition of the Property that may be attached to this Agreement.

**Permitted Occupiers:** those persons listed in the Schedule 1.

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

**Property:** 26 The Chase, Wakefield, WF3 4DA.

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Rent:** £0000 per month until it is reviewed and after review the reviewed sum determined in accordance with this Agreement.

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

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

**TDP:** 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 and/or any contractual periodic tenancy that arises after the Term has expired.

**Term:** a fixed term from and including 10/12/2024 until and including 09/12/2025 and then continuing on a monthly contractual periodic basis thereafter.

**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 The expression Property includes:
  - (a) all additions and improvements to the Property;
  - (b) all landlord's fixtures and fittings and fixtures of every kind that are from time to time in or upon the Property (whether or not originally fixed or fastened) except the Contents;
  - (c) all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and other conducting media that are in, under or over the Property and serve the Property only including plant or fixtures and fittings and other ancillary apparatus;
  - (d) wherever the circumstances of its use means it is suitable, any part or parts of the Property.
- 1.4 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.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to an Agreement is a reference to this Agreement.
- 1.10 A reference to writing or written includes email.
- 1.11 Any reference to the giving of consent by the Landlord requires the consent to be given in writing and signed by the Landlord.
- 1.12 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.
- 1.13 References to clauses are to the clauses of this Agreement.
- 1.14 A reference to the Landlord includes a reference to the person entitled to the immediate reversion of this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.15 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 shall be liable for all sums due under the Agreement, not just liable for a proportionate part.
- 1.16 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 agrees to let and the Tenant agrees to take the Property for the Term.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

### **3 CONTENTS, FIXTURE AND FITTINGS AND KEYS**

- 3.1 The Tenant shall keep the fixtures and fittings and 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 TDP in which the Deposit is held.
- 3.3 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result.

### **4 RENT**

- 4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.
- 4.2 The Tenant shall pay the first instalment of the Rent upon the signing of this Agreement.
- 4.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England'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 shall be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.4 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.
- 4.5 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.
- 4.6 If the Property is not made habitable within one month, either party to this Agreement may terminate this Agreement by giving one month's written notice to the other party.



## **5 RENT REVIEW**

- 5.1 The rent payable under this Agreement may be reviewed on first anniversary of the Agreement and yearly thereafter by reference to the Retail Price Index and varied accordingly by multiplying the Rent by the latest 'all Items' index value of the Retail Prices Index published by the Office for National Statistics (or any successor body) before the relevant review date and dividing the result by the latest 'all Items' index value of that Index published before the date of this Agreement.

## **6 DEPOSIT**

- 6.1 The Deposit shall be paid by the Tenant to the Landlord or Agent upon the signing of this Agreement.
- 6.2 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:
- 6.2.1 Meet any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.
  - 6.2.2 pay any Rent or any monies due that remain unpaid.
  - 6.2.3 pay for and make good any damage or compensation for damage to the Property and the Fixtures and Fittings and/or Contents or arising from any breach of the obligations of this Agreement by the Tenant or for missing items for which the Tenant may be liable;
  - 6.2.4 Pay any damages incurred by the Landlord arising out of any other breach by the Tenant of the obligations of this Agreement;
  - 6.2.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- 6.3 The statutory rights of the Landlord and the Tenant to take legal action through the county court remain unaffected by the clauses above.

## **7 TDP ARRANGEMENTS**

- 7.1 The Deposit is protected by THE TENANCY DEPOSIT SCHEME of The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN, [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com), Tel: 0300 037 1000. The Deposit is held by the Scheme Administrator.
- 7.2 The Landlord has provided ~~or~~ shall 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).
- 7.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDP at the date of this Agreement.
- 7.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Agent.
- 7.5 Where there are multiple tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the Tenancy.
- 7.6 Upon the Tenant vacating the Property and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the Tenant or persons as agreed.

## **8 USE OF PROPERTY**

- 8.1 The Tenant shall:
- 8.1.1 only use the Property as a private dwelling house for the use of the Tenants and Permitted Occupiers;
  - 8.1.2 immediately notify the Landlord if the immigration status of any of the Permitted Occupiers changes from that recorded in Schedule 1;

- 8.1.3 not permit anyone other than the Permitted Occupiers to occupy the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld; and
- 8.1.4 immediately confirm receipt with the Landlord or Agent of any communication (written or otherwise) from the relevant government department concerning any of the Permitted Occupiers' residency status in the UK and provide copies of such written communication upon request.
- 8.2 The Tenant shall not remove the Fixtures and Fittings or Contents or any part of them or any substitute Fixtures and Fittings from the Property.
- 8.3 The Tenant shall not remove any of the Fixtures and Fittings or Contents for storage in any loft, basement or garage at the Property without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 8.4 The Tenant shall ensure that any such items removed pursuant to clause 8.3 are stored safely and upon vacating the Property shall ensure that such items are returned to the places where situated at the date of this Agreement.
- 8.5 The Tenant shall not use the Property for the purposes of conducting a business.
- 8.6 The Tenant shall comply with all covenants relating to use of the Property that are provided by the Landlord as lessee under the Headlease.
- 8.7 The Tenant must not keep or store (or allow anyone under his control to keep or store) any articles that are especially combustible, inflammable or dangerous on the Property other than matches, cigarette lighters and candles for ordinary domestic use.
- 8.8 The Tenant shall not keep any pets or any other animals on or in the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld. Where such consent is given, in accordance with the Tenant Fees Act 2019 the Tenant will pay to the Agent a fee to vary this Agreement. Such consent may be revoked by the Landlord at any time by reasonable notice given to the Tenant.
- 8.9 The Tenant shall not do anything to or on the Property that:
- 8.9.1 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them. This includes the playing

of music, musical instruments or other electrical appliance so as to be audible outside the Property;

8.9.2 involves using the Property for immoral or illegal purposes; or

8.9.3 has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 18.

8.10 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 written consent of the Landlord.

8.11 The Tenant shall not commission an Energy Performance Certificate for the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld.

8.12 The Tenant must place all refuse in a proper receptacle, to be provided by the Tenant and reasonably approved by the Landlord which must be kept only in a place on the Property reasonably approved by the Landlord and must ensure that the rubbish is regularly collected by or on behalf of the local authority.

8.13 The Tenant must use any garage forming part of the Property solely for the purpose of keeping personal items, a private motor vehicle, motorbike or moped.

8.14 If the Tenant is allocated a car parking space in a car parking area the Tenant must only use the allocated car parking space. Any car parking spaces designated as visitors' car parking spaces must only be used by visitors and not by the Tenant for any second or additional vehicles.

8.15 Except for private motor cars on the drive or any allocated parking space, the Tenant must not keep any other vehicle, boat or caravan or movable dwelling on the drive or in or on the garden or outside area of the Property, or store anything on the drive or in or on the garden or outside area that is untidy, unclean, unsightly or in any way detrimental to the Property or to the vicinity generally.

8.16 The Tenant shall notify the Agent, or where there is no Agent, the landlord immediately in writing, whether by letter or by email of any defect to the Property which the Landlord may be liable to remedy under any obligation contained in this Agreement or implied as soon as practicable after such defect shall come to the notice of the Tenant and to indemnify the

Landlord against any liability which may be incurred by the Landlord whether to the Tenant or to any other person as a result of any such defect which shall not have been so notified by the Tenant to the Landlord.

- 8.17 The Tenant shall not hang any washing, clothes or other articles outside the Property except in a place designated or permitted by the Landlord.
- 8.18 The Tenant shall not place wet or damp clothes of washing upon any installations for space heating.
- 8.19 The Tenant must not smoke or permit any other person to smoke tobacco or any other substance in the Property and/or the Building (including electronic cigarettes) without the express prior written permission of the Landlord which shall not be unreasonably withheld.

## **9 ASSIGNMENT OR SUBLETTING**

- 9.1 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld. Where such consent is granted, in accordance with the Tenant Fees Act 2019, the Tenant will pay to the Agent a fee to vary this Agreement.

## **10 REPAIRS AND ALTERATIONS**

- 10.1 The Tenant shall keep the Property (including the doors, window frames and glass in windows, doors, skylights, gutters, soffits and fascias and smoke detectors) clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) and evidenced by the Inventory and Schedule of Condition and shall return the Property to the Landlord at the end of the Tenancy clean to the standard it was at the commencement of this Agreement and must promptly replace all light bulbs, fluorescent tubes, batteries and fuses when they need to be replaced.
- 10.2 If the Property has a garden, the Tenant shall keep it clean and tidy and free from rubbish.
- 10.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.

- 10.4 The Tenant shall promptly replace all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
- 10.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This includes not permitting oil, grease or other harmful or corrosive substances to enter any of the drains, gutters and pipes of the Property.
- 10.6 The Tenant must clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Property, if they are caused as a result of the Tenant's negligence and/or misuse of the Property.
- 10.7 This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 14.4 and 14.5.
- 10.8 The Tenant shall not make any alteration or addition to the Property.
- 10.9 The Tenant must not erect any aerials, satellite dishes, poles or masts on the Property or elsewhere more generally or install any cables or wires outside it, whether in connection with signal reception, telecommunications or otherwise, without the Landlord's express prior written consent which shall not be unreasonably withheld. Where such consent is granted the Tenant must remove such items and make good any damage caused at the end of the Term.
- 10.10 The Tenant shall not affix items to the walls and ceilings of the Property with nails, screws, pins, or adhesive material without the Landlord's express prior written consent which shall not to be unreasonably withheld. If in exercising such consent any such damage does occur the Tenant must make it good by immediate repair and decoration.
- 10.11 The Tenant must not display anywhere on the Property or the Building more generally any placard, sign, notice, fascia board or advertisement.
- 10.12 The Tenant must not remove the curtains or blinds from the windows of the Property except for cleaning and, if appropriate, decorating, without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 10.13 The Tenant must not change or install additional curtains or blinds to the windows of the Property, without the express prior written permission of the Landlord which shall not be unreasonably withheld.

- 10.14 The Tenant must not damage or injure the Property, make any addition to the Property, unite the Property with any adjoining Property or make any alteration to the Property.
- 10.15 The Tenant shall not redecorate the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 10.16 The Tenant is responsible for the maintenance of any battery powered smoke alarms in the Property. Every week the Tenant should check and test by pressing the test button until the alarm sounds any smoke alarms, whether battery powered or otherwise, to ensure they are working and, if battery powered, replace any batteries where necessary. If there is a fault with any smoke alarms, the Tenant must inform the Landlord immediately in writing. The Tenant should also clean the smoke alarms every 6 months with a vacuum cleaner nozzle to ensure they are free from dust.

## **11 UTILITIES AND OUTGOINGS**

- 11.1 The Tenant shall not tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Property.
- 11.2 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) and internet used by the Tenant at the Property.
- 11.3 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 11.4 The Tenant must not change the supplier of any services to the Property without first obtaining the express prior written permission of the Landlord which shall not be unreasonably withheld. For the avoidance of doubt this prohibition includes the installation of or changing of any utility meters.
- 11.5 Where the Tenant is granted permission pursuant to 11.4 above the Tenant must reinstate the Property back to the condition it was prior to installation of any meter and the Tenant indemnifies the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities that exist as at the beginning of the Tenancy.



- 11.6 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall indemnify the Landlord for any costs reasonably incurred by the Landlord with reconnecting or resuming those services.
- 11.7 The Tenant shall pay for a television licence for the Property if a licence is required.
- 11.8 The Tenant shall pay to the relevant local authority the Council Tax for the Property. In the event that the Landlord or another third party pays the Council Tax the Tenant will be liable to pay a fair and proportionate part of it and shall indemnify the Landlord for any Council Tax attributable to the Tenant's occupation of the Property.
- 11.9 Where there is no mains drainage present and a cess pit / sealed cess pool is in place the Tenant is responsible for the emptying of the cess pit / sealed cess pool and its costs. The cess pit / sealed cess pool must be emptied every three months or sooner if required and completely emptied upon vacation of the Property.
- 11.10 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall indemnify the Landlord for the Landlord's fair proportion of all those costs.

## **12 KEYS, SECURITY AND UNOCCUPIED PROPERTY**

- 12.1 The Tenant must keep the Property secure, and any security alarms set at all appropriate times and take reasonable steps to ensure that any security alarm is not set off accidentally.
- 12.2 The Tenant will receive sets of keys on the date the Tenant moves into the Property. The Tenant must not change the locks or security codes without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 12.3 The Tenant must report to the Landlord immediately if he becomes aware of the fact that keys or security codes or devices are lost or compromised during the Term.
- 12.4 If the Tenant requests an additional set of keys, the Tenant will be charged the reasonable costs incurred by the Landlord and evidence of costs incurred will be supplied.
- 12.5 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant agrees to indemnify the Landlord for any loss incurred as a result of the need to replace any keys or security device.



- 12.6 The Tenant will indemnify the Landlord for any charges levied if the security alarm is set off accidentally by the Tenant and for all charges for maintenance or repair necessary as the result of misuse by the Tenant.
- 12.7 The Tenant must ensure that at all times the Agent has written notice of the name, home address and home and mobile telephone numbers of at least one keyholder of the Property and the Tenant must give his name as keyholder to the security alarm maintenance company.
- 12.8 If the Property is to be left unoccupied for more than 48 hours the Tenant must, at his own expense, take all reasonable steps that are necessary or directed by the Landlord or the Agents to protect the water and central heating systems in the Property from damage by frost or other weather conditions.
- 12.9 If the Property is to be left unoccupied for any continuous period of 21 days or more, the Tenant must notify the Landlord or the Agents and any company responsible for security devices that the Property is to be unoccupied and to take such steps as they may reasonably prescribe.
- 12.10 The Tenant must hand over to the Agents all keys and security devices or codes by 1200 noon on the date the Term ends (unless agreed in writing with the Landlord prior).
- 12.11 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.

### **13 OTHER COSTS AND CHARGES**

- 13.1 Where under this Agreement the Landlord is entitled to do anything at the cost or expense of the Tenant and does so, thereby incurring a loss, then the Tenant agrees to indemnify the Landlord for a sum equivalent to the loss so suffered and make payment within 14 days of the Landlord making the request for indemnification. Should the Tenant fail to pay the Landlord accordingly the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 6.2 hereof at the end of the Tenancy.
- 13.2 The Tenant agrees to indemnify the Landlord for any loss incurred by the Landlord or Agent if any cheque written by the Tenant or any third party paying on behalf of the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's or any third party's bankers.

## **14 LANDLORD'S COVENANTS**

- 14.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 14.2 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 14.3 The Landlord is the sole/joint owner of the leasehold or freehold interest in the Property and that all consents necessary to enable him to enter this Agreement (whether from superior Landlords, mortgagees, insurers or others) have been obtained.
- 14.4 In accordance with section 11 of the LTA 1985, the Landlord shall:
- 14.4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
  - 14.4.2 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
  - 14.4.3 keep in repair and proper working order the installations in the Property for space heating and heating water.
- 14.5 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). The Landlord will not be liable to repair or replace any item that has been damaged as a result of the Tenant failing to use the items in a tenant like manner.
- 14.6 The Landlord shall not be required to:
- 14.6.1 carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or
  - 14.6.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

## **15 DEFAULT BY THE TENANT**

15.1 The Landlord reserves the right to re-enter the Property if:

- 15.1.1 the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- 15.1.2 the Tenant is declared bankrupt under the Insolvency Act 1986;
- 15.1.3 the Tenant has breached the Agreement; or
- 15.1.4 any of the Grounds 2, 7 (in England only), 7A, 7B (in England only), 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 15.1 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.

15.2 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 shall remain in force.

15.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall indemnify the Landlord for any reasonable costs properly incurred in remedying such breaches or in connection with the enforcement of those obligations.

15.4 The Tenant shall indemnify the Landlord for any loss arising from the failure of the Tenant to provide access to the Landlord and/or his agents to complete the check-out procedures at the termination of the Term (however such termination comes about) which, for the avoidance of doubt, shall include indemnifying the Landlord for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord shall be final and binding on the Tenant.

## **16 LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS**

- 16.1 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:
- 16.1.1 to inspect the condition and state of repair of the Property;
  - 16.1.2 to carry out the Landlord's obligations under this Agreement;
  - 16.1.3 if relevant, to carry out repairs or alterations to the next door premises;
  - 16.1.4 to take gas, electricity or water meter readings;
  - 16.1.5 to comply with the Landlord's obligations under existing safety regulations;
  - 16.1.6 to enable the Landlord to comply with the Landlord's obligations under the Headlease;
  - 16.1.7 to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
  - 16.1.8 for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
  - 16.1.9 to show prospective tenants or purchasers around the Property.
- 16.2 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).
- 16.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.
- 16.4 The Tenant agrees to indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Property.

## **17 SAFETY REGULATIONS CONCERNING THE PROPERTY**

- 17.1 The Landlord shall ensure that the Property complies with the Health and Safety Executive form ACOP L8 on 'The Control of Legionella Bacteria in Water Systems' (or any replacement) at the start of the Tenancy by the Landlord undertaking a Legionella risk assessment and, if necessary, making appropriate changes to the water system at the Property.
- 17.2 The Landlord confirms that all furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 17.3 The Landlord confirms that, if there is a gas supply to the Property, the Landlord has complied with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the record of the appropriate inspection and safety check has been provided to the Tenant prior to the first day of the Term.
- 17.4 The Landlord confirms that the electrical appliances and installations provided by the Landlord are safe and will not cause danger and that a copy of an appropriate inspection and test report has been provided to the Tenant prior to the first day of the Term.
- 17.5 The Landlord confirms that the Property at the beginning of the Term is suitably equipped with smoke alarms (and, where appropriate, with carbon monoxide alarms) that are in proper working order.

## **18 INSURANCE**

- 18.1 The Tenant warrants that before the signature of this Agreement he has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or continue insurance of any risk against which the Building is insured.
- 18.2 The Landlord must:
- 18.2.1 if appropriate, keep the Property (and the Building if appropriate) insured with a reputable insurer for the full cost of rebuilding and reinstating the Property against such risks as would normally be covered by a standard policy for premises such as the Property or Building (if appropriate).

18.2.2 if and whenever the Building or any part of it is damaged or destroyed by any risk against which it is insured so as to make the Property unfit for occupation and use or inaccessible, suspend the Rent (or a fair proportion of it according to the nature and extent of the damage or destruction sustained) until the Building, or the affected part, has been rebuilt or reinstated so as to make the Property fit for occupation and use or accessible.

18.2.3 if practicable and appropriate reinstate the Property and/or Building (if appropriate) and replace the Contents or any part damaged or destroyed by any risk against which it is insured. If, at the end of 2 months from the date of the damage or destruction, the Property is not fit for the Tenant's occupation and use or accessible, either the Landlord or the Tenant may at any time during the following 2 months serve a notice to terminate this Agreement. On service of such a notice, the Term is to end but this shall not affect any rights or remedies that may have already accrued to either party.

18.2.4 produce to the Tenant on demand reasonable evidence of the terms of the policy on or before the signing of this Agreement. The Landlord must also notify the Tenant of any material change in those risks or requirements from time to time.

18.3 The Landlord's obligations under clause 18.2 do not apply to the Tenant's possessions at the Property (for which the Tenant may arrange insurance which is recommended by the Landlord) nor to the extent that insurance cannot be obtained, or the insurers refuse to pay out insurance money because of any act or omission of the Tenant or anyone under his control.

18.4 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord may become invalidated or cease to have effect or by which the rate of premium on the policy may be increased.

## **19 EXPIRY OF THE TENANCY**

19.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this Agreement.

19.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then the Tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

- 19.3 The Landlord has the right to recover possession of the Property if:
- 19.3.1 the Term has expired;
  - 19.3.2 the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
  - 19.3.3 at least six months have passed since the first day of the Term.
- 19.4 At a reasonable time during the day the Tenant shall provide access to the Landlord or Landlord's Agent on the last day of the Term to inspect the Property to determine that the Tenant is complying with their obligations under this Agreement and complete any 'check out' procedures. Should the Tenant fail to attend such an inspection and/or fail to allow access then the Tenant indemnifies the Landlord for any loss suffered as a result of such a failing. Should any assessment take place without the Tenant present due to a failure on the part of the Tenant, such assessment will be binding on the parties.
- 19.5 The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.
- 19.6 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended.
- 19.7 The Tenant shall indemnify the Landlord for all reasonable removal and storage charges if items of property and belongings are left in the Property at the end of the tenancy created by this Agreement. The Landlord will remove and store the items for a maximum of three months. The Landlord will notify the Tenant that this has been done at the Tenant's last known address. If the items are not collected within three months, the Landlord may dispose of the items and the Tenant will indemnify the Landlord for the reasonable costs of removal, storage or sale of such items. The reasonable charges and costs incurred by the Landlord may be deducted from any sale proceeds and if there are any costs remaining they will remain within the Tenant's indemnification to the Landlord.
- 19.8 At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices, to the Landlord.



## **20 NOTICES**

20.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:

20.1.1 sent by first class post to the Landlord's address given in clause 20.4;

20.1.2 left at the Landlord's address given in clause 20.4; or

20.1.3 email address stated in the Parties clause.

20.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:

20.2.1 sent by first class post to the Property;

20.2.2 left at the Property; or

20.2.3 email address stated in the Parties clause.

20.3 If a notice is given in accordance with clause 20.1 or 20.2, it shall be deemed to have been received:

20.3.1 if delivered by hand, at the time the notice is left at the proper address;

20.3.2 if sent by first-class post, on the second Working Day after posting; or

20.3.3 if sent by email, at 9.00 am on the next Working Day after sending.

20.4 The Landlord's address for service is c/o Test Road, Milton Keynes, ZX99 1AA, United Kingdom.

## **21 PERSONAL DATA**

21.1 The personal information of the Landlord and the Tenant will be retained by the Agent and may be used for the purpose of marketing during the Tenancy and details of all relevant addresses and other contact details of the parties may be provided to each other, to interested third parties, including but not limited to, utility suppliers, local authorities,



reference agencies, legal advisers, debt collection agencies. The Agent and/or Landlord will process the Tenant's personal information in accordance with the relevant privacy notice, this can be viewed at <https://www.rightmove.co.uk/this-site/privacy-policy.html>.

## **22 GOVERNING LAW**

- 22.1 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.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Alice Nataly  
on behalf of the Landlord

.....

Signed by Miss Margot Margret

.....

## SCHEDULE 1 – PERMITTED OCCUPIERS

None

SAMPLE

## **SCHEDULE 2 – ADDITIONAL TERMS AND CONDITIONS**

The Parties agree that the following Additional Terms and Conditions have been individually negotiated and agreed between the Parties are binding. These clauses have not been drafted or approved by Rightmove. Where there is any contradiction between the standard terms in the Agreement set out above and the following Additional Terms and Conditions, the Parties agree that the following Additional Terms and Conditions shall prevail:

N/A