

# AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

## Important Notice

This document contains the Terms of the Tenancy of «PROPERTY\_ADDRESS\_COMMA» It sets out the promises made by the Tenant to the Landlord and vice versa. **You should read this document carefully and thoroughly.** You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

**If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.**

## EXPLANATORY NOTES

### Finding Your Way around this Agreement

This Agreement has been divided into 8 Parts. Each Part of the Agreement contains a number of separately numbered clauses some of which have been grouped together under a heading, which describes the contents of the clauses.

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|------------------|--|
| <b>Part I</b>    | This Part explains how Terms used within this Agreement are to be interpreted.   |
| <b>Part II</b>   | Sets out the main Terms of this Agreement. Each numbered clause begins with a brief heading designed to tell you what the clause is about. |
| <b>Part III</b>  | Describes who is bound by the Terms of this Agreement and identifies the Premises to be let under this Agreement.                          |
| <b>Part IV</b>   | Explains how the Security Deposit will be dealt with by the Landlord at the end of the Tenancy.  |
| <b>Part V</b>    | Sets out the Tenant's promises to the Landlord which must not be broken during the Tenancy.  |
| <b>Part VI</b>   | Sets out the Landlord's promises to the Tenant which must not be broken during the Tenancy.  |
| <b>Part VII</b>  | Sets out mutual Landlord and Tenant obligations and the rules that will govern when the Tenancy may be brought to an end.                  |
| <b>Part VIII</b> | Sets out Special Tenancy Conditions agreed for this Tenancy for Landlords & Tenants  |

**Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement**

### What is an Assured Shorthold Tenancy?

This Agreement creates an Assured Shorthold Tenancy (AST) (as defined by the Housing Act 1988, as amended). **If you are uncertain about the effect of this type of Tenancy, you should seek independent legal advice before signing this Agreement.**

The Landlord agrees to let the Premises to the Tenant for the Term of the Tenancy (set out in Part III of the Agreement). If the Tenant leaves before the end of that Term, the Landlord may insist that the Tenant pays the Rent for the remainder of the Term, or until the Premises are re-let whichever is earlier.

The Landlord can only remove the Tenant from the Premises by giving the Tenant notice in writing of his intention to seek a possession order (even after the Term of this Agreement has expired) and by obtaining a court order. The court will only order the Tenant to leave the Premises before the expiry of the Term if one of the reasons set out in clause 0 of this Agreement is proved.

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**THIS AGREEMENT IS MADE on the:**

Part I: Definitions & Interpretation

"Landlord(s)" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.

"Tenant" includes anyone entitled to possession of the Premises under this Agreement. Where more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

"Agent or Landlords Agent" is **Sandersons Property Management Ltd incorporating iConn Property Management Ltd** or anyone who subsequently takes over the rights and obligations of the Agent.

"Premises" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

"Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.

"Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk, which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.

"Term" or "Tenancy" (set out in Part III of this Agreement) includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

"Deposit" is the money held by the Agent (as Landlord's Agent) during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.

"Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.

"Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.

"Water charges" include references to water sewerage and environmental service charges.

"Superior Landlord" means the person for the time being who owns the interest in the Premises, which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.

"Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

"The Policy" means any insurance policy held by the Landlord for the Premises or the Fixtures and Fittings.

"Interest" is annual interest calculated at 4% above base rate.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

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## **Mandatory Grounds**

### **GROUND 1**

The Landlord HEREBY GIVES NOTICE to the Tenant that the Landlord is the owner occupier of the Premises within the meaning of Ground 1 Part 1 of Schedule 2 of the Housing Act 1988 and that

- (a) At some time before the beginning of the Tenancy the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or
- (b) The Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the Landlord (or in the case of joint Landlords any one of them) nor any other person who, as Landlord, derived title under the Landlord who gave the notice mentioned above acquired the reversion on the Tenancy for money or money's worth.

and that possession of the Premises may be recovered under Ground 1 of part 1 of Schedule 2 of the Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that he has received such notice.

### **GROUND 2**

The Landlord HEREBY GIVES NOTICE to the Tenant that 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 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 and exercise of that power; and
- (c) either notice was given as mentioned in Ground 1 above or the Court is satisfied that it is just and equitable to dispense with the requirement notice;

and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly and that possession of the Premises might be recovered under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that he has received such notice.

### **GROUND 8**

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing

- (a) if rent is payable weekly, or fortnightly, at least eight weeks' rent is unpaid;
- (b) if rent is payable monthly, at least two months' rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
- (d) if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the Tenant.

## **Discretionary Grounds - Court May Order Possession**

### **GROUND 10**

Some rent lawfully due from the Tenant

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of Section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

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### GROUND 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the Tenant has persistently delayed paying rent which has become lawfully due.

### GROUND 12

An obligation of the tenancy (other than one related to the payment of rent) had been broken or not performed.

### GROUND 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the Tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the Tenant or a sub-Tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the dwelling-house and any other premises which the Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

### GROUND 14

The Tenant or a person residing in or visiting the dwelling-house

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality; or
- (b) has been convicted of
  - (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes; or
  - (ii) an arrestable offence committed in, or in the locality of, the dwelling-house

### GROUND 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the Tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the Tenant or by a sub-Tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

### GROUND 17

The Tenant is the person, or one of the persons, to whom the tenancy was granted and the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by

- (a) the Tenant, or
- (b) a person acting at the Tenant's instigation.

### GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement which governs your relationship both with the Landlord of your property and with the letting/ managing Agent As such you should read the document through carefully.

You will also be given copies of the following documents, receipt of which is acknowledged within the Agreement itself- if any are missing please speak to your landlord/Agent:

- 'How to Rent' guide produced by HM Government
- Energy Performance Certificate (EPC) for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- Details of the scheme with which your Deposit will be registered with
- Key Deposit registration information described as the 'Prescribed Information'

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**Part II: The Parties to this Agreement and the Premises**

THIS AGREEMENT IS MADE BETWEEN

**2.1 Parties**

**A. LANDLORD NAME(S)**

Of **C/O Sandersons UK, 26a Castle St, Canterbury, CT1 2PU**

**("the Landlord")**

**AND**

**B. TENANT NAME(S)**

**("the Tenant")**

**2.2 Property Address**

**AND IS MADE IN RELATION TO:**

**PROPERTY ADDRESS**

**Excluding or Including**  
*(exclude/include any part of the Premises not forming part/ or forming a special part of the Tenancy e.g. garages, lofts).*  
**("the Premises")**

**Part III: The Main Terms of the Tenancy**

**Term of Tenancy**

**3.1** The Landlord lets to the Tenant the Premises for a period of **«INITIAL\_TERM» months**. The Tenancy shall start on and include the **«TENANCY\_START\_DATE»** and shall end on and include the **«TENANCY\_END\_DATE»** and thereafter from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement.

**The Rent**

**3.2** The Tenant shall pay to the landlord or the Landlord's Agent by way of rent the amount of **£«RENT\_AMOUNT» («RENT\_WORDS»** per calendar month, ("the Rent") **inclusive of utilities (Gas where applicable, electricity, water & broadband)** payable in advance before **«TENANCY\_START\_DATE»** then quarterly thereafter on 01 October 2020, 01 January 2021 and 01 April 2021. Payments should be made to the Landlords Agent: Sandersons UK Bank:

**The Landlord grants the Tenant a half rent concession for the months of July and August on the understanding that the Tenant has no access to the Premises during these 2 months and that the Landlord may enter to carry out any maintenance, repairs, cleaning or gardening that may be required**

**Rent Review**

**3.3** It is agreed the rent may be reviewed on the anniversary of this tenancy and upon each subsequent anniversary. The Tenant will be informed of any increase, which will become due on the anniversary date.

**The Deposit**

**3.4** The Tenant shall pay to the Agent, on the signing of this Agreement, **£«DEPOSIT» («DEPOSIT\_WORDS»** ("the Deposit") as a Deposit which shall be held by the Agent as Stakeholder and registered with MyDeposits in accordance with the Housing Act 2004. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

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### Fixtures and Fittings

- 3.5 The Tenancy shall include the Fixtures and Fittings in the Premises including, amongst other things, all matters specified in the Inventory and Schedule of Condition.

### Type of Tenancy

- 3.6 This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession provided for by virtue set out in section 21 of that Act.
- 3.7 The Tenant acknowledges that immediately before entering into this Agreement he/she was not alone or jointly with any other person a protected or statutory Tenant of the premises or the Landlord
- 3.8 The Tenant hereby declares that for the duration of the Tenancy hereby created the premises are to be his main or principal home as defined within the meaning of Part 1 Section 1 of the Housing Act

## Part IV: Dealing with the Deposit

### The Deposit has been taken for the following purposes

- 4.1 Any damage or compensation for damage to the premises, its fixtures and fittings or for missing items for which the Tenant may be liable subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 4.3 Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. Any sum repayable by the Landlord to a local authority where housing benefit has been paid direct to the Landlord or the Landlord's Agent by the local authority.
- 4.4 Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without consent of the Landlord or the Landlord's Agent.
- 4.5 Any reasonable legal and other professional fees incurred by the Landlord, including those incurred by the Landlord's Agent in enforcing the terms of this agreement, except where a court orders the landlord to pay his own costs in any court proceedings.
- 4.6 Any reasonable costs incurred by the Landlord through early termination of the Tenancy by the Tenant in breach of this Agreement including a pro-rata proportion of the Landlord's re-letting costs.
- 4.7 Any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the premises for which the tenant is liable.

### Protection of the Deposit

- 4.8 The Landlord's Agent will protect the Deposit within 30 days of the commencement of the tenancy and give to the tenant a copy of the relevant prescribed information. The deposit will be held by the agent as stakeholder. Any interest on holding the deposit will be held by the Agent. The Agent is a member of MyDeposits

The Deposit is safeguarded by:

My|Deposits  
Premiere House  
1<sup>st</sup> Floor  
Elstree Way  
Borehamwood  
WD6 1JH

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Email: [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)  
Telephone: 0333 321 9401

- 4.9 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is protected and will continue to be.

#### **At the end of the Tenancy**

- 4.10 The Landlord/Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 4.11 If there is no dispute the Agent will keep or repay the Deposit according to the agreed deductions and the conditions of the Tenancy Agreement. Repayment of the Deposit or any balance of it will be made within 10 working days of the Landlord and Tenant agreeing the allocation of the Deposit.
- 4.12 The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or Agent as due from the Deposit within 10 working days of the landlord having complied with requirements of clause 4.10. The Independent Case Adjudicator (ICE) may regard failure to comply with the time limit as a breach of the rules of MyDeposits and therefore refuse to adjudicate in the matter.
- 4.13 If after 10 working days following notification of a dispute there remains an unresolved dispute between the Landlord and Tenant over the allocation of the Deposit the matter will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 4.14 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 4.13 above.
- 4.15 At the end of the Term and before returning the Deposit the Landlord or Landlord's Agent first be entitled to deduct from the Deposit all such Rent, monies, loss, expenses and sums as due under this Agreement. In addition the Landlord or Landlord's Agent will be entitled to deduct from the Deposit reasonable costs to reflect the administrative work required to arrange any Remedial Work.
- 4.16 Should any deductions exceed the Deposit held then the amount of any excess shall be paid within 14 days of written demand.
- 4.17 Any property or belongings of the Tenant or members of the Tenant's household left behind in the Premises will be considered abandoned if, after the end of the Tenancy and after the expiry of 14 days written notice sent, the Tenant has not removed or retrieved them. After this time the Landlord or Landlord's Agent can dispose of such property. In such circumstance the Tenant shall be liable to pay to the Landlord or Landlord's Agent reasonable costs incurred in removing, storing or disposing of such property. If the Tenant does not pay these damages and expenses the Landlord or Landlord's Agent will be entitled to deduct such damages and expenses from the Deposit or from the proceeds of the sale of any property and belongings left by the Tenant.
- 4.18 Where more than one person is comprised for the time being in the expression "The Tenant", the deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

#### **Part V: Obligations of the Tenant**

***The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in this Agreement. If any of these Terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.***

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### General

- 5.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- 5.2. To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.

### Paying Rent

- 6.1. To pay the Rent by as set out in Part III of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by **Standing Order to: BANK ACCOUNT DETAILS**
- 6.2. To pay interest on any payment of Rent not made as set out in Part III of this Agreement. Interest is payable on any rent or other payable under this agreement remaining unpaid for more than 14 days after the day on which it became due. The interest rate will be 3% above the Bank of England Base Rate. Charges are due on the day they are charged and are payable immediately.

### Rental Exchange fair processing notice

- 7.0 We have teamed up with Experian to take part in The Rental Exchange. The Rental Exchange is a way to strengthen your credit report without you needing to take on new credit. The scheme enables us to share details about the rent you pay with Experian on a monthly basis. This is then included in your credit report, meaning you will then be recognised for paying your rent on time.

We will share your tenancy information with Experian, including your track record for paying your rent, unless you tell us not to (within 28 days of receiving this notice). We understand that in some circumstances there may be rent arrears. Where this is the case we will work with you to address it. Paying your rent on time could help you to access cheaper products and services in the future.

Not only will we be able to work with you more closely to manage your existing tenancy agreement, your track record as a tenant will enable Experian to use the information supplied to them to assist other landlords and organisations to:

- assess and manage any new tenancy agreements you may enter into;
- assess your financial standing to provide you with suitable products and services;
- manage any accounts that you may already hold, for example reviewing suitable products or adjusting your product in light of your current circumstances;
- contact you in relation to any accounts you may have and recovering debts that you may owe;
- verifying your identity, age and address, to help other organisations make decisions about the services they offer;
- help to prevent crime, fraud and money laundering;
- screen marketing offers to make sure they are appropriate to your circumstances;
- for Experian to undertake statistical analysis, analytics and profiling,
- and for Experian to conduct system and product testing and database processing activities, such as data loading, data matching and data linkage.

If you would like to see more information on these, and to understand how the credit reference agencies each use and share rental data as bureau data (including the legitimate interests each pursues) this information is provided in this link: [www.experian.co.uk/crain](http://www.experian.co.uk/crain) (Credit Reference Agency Information Notice (CRAIN)). (For a paper copy, please get in touch with us or with Experian using the contact details in this letter).

We will continue to exchange information about you with Experian while you have a relationship with us. We will also inform Experian when your tenancy has ended and if you have outstanding rental arrears Experian will record this outstanding debt. Experian will hold your rental data for the time limits explained in CRAIN (section 7). Rental data falls into the Identifiers (e.g. your name, address, date of birth) and financial account categories (i.e. tenancy account, rental payment information).

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We and Experian will ensure that your information is treated in accordance with UK data protection law, so you can have peace of mind that it will be kept secure and confidential and **your information will not be used for prospect marketing purposes.**

If you would like advice on how to improve your credit history you can access independent and impartial advice from [www.moneyadvice.service.gov.uk](http://www.moneyadvice.service.gov.uk) (you can get a copy of your Statutory Credit Report by visiting [www.experian.co.uk/consumer/statutory-report](http://www.experian.co.uk/consumer/statutory-report)).

If you are unhappy with anything relating to Rental Exchange, please contact us on the contact details above. You also have the ability to get in touch with the Information Commissioner's Office. More information about this can be found using this link here: <https://ico.org.uk/concerns/>.

#### Further Charges to be paid by the Tenant

- 7.1. To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.
- 7.2. To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.
- 7.3. The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the inventory, inspection or check-out procedures during or at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent 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 or the Landlord's Agent shall be final and binding on the Tenant.
- 7.4. To indemnify the Landlord or the Landlord's Agent for any loss for any loss arising when at the specific request of the Tenant any maintenance work or repairs are done outside normal working hours or where access is not provided on the agreed date.
- 7.5. To pay any additional call out incurred by the Landlord for any contractor when at the specific request of the Tenant any maintenance work or repairs are done outside normal working hours or where access is not provided on the agreed date.

#### The Condition of the Premises: Repair, Maintenance and Cleaning

- 8.1. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
  - fair wear and tear;
  - any damage caused by fire unless that fire was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
  - repairs for which the Landlord has responsibility (these are set out in 24.3 of this Agreement);
  - damage covered by the Landlord's insurance policy.
- 7.2. To inform the Landlord, or the Agent, as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 24.3 of this Agreement. All maintenance should be reported via Fixflo, the Agents online maintenance reporting tool at: <https://www.sandersonsuk.com/fixflo>
- 8.2. To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy and hygienic condition.

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- 8.3. To clean to a professional standard, or pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.
- 8.4. To clean the inside and outside of the windows, or pay for the same to be cleaned, regularly throughout and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 8.5. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 8.6. To keep all battery operated smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 8.7. To replace promptly all broken glass with the same quality and style of glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 8.8. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 8.9. To replace all electric light bulbs, fluorescent tubes and fuses or to pay for the same to be replaced throughout and at the end of the tenancy.
- 8.10. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.
- 8.11. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within 14 days of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- 8.12. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 8.13. To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.
- 8.14. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 8.15. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 8.16. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.

#### **Insurance**

- 9.1. Not to do or fail to do anything that leads to the policy on the Premises, or Fixtures and Fittings not covering any part of the losses otherwise covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 9.2. Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.

**Initials:**

**(Tenant)**

- 9.3. The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 9.4. The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

#### **Access and Inspection**

- 10.1. To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises. This may include internal photographs of the property for reporting to the Landlord on the condition, repair and upkeep of the property.
- 10.2. To permit the Premises to be photographed for marketing and viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises. The agent may erect 'For Sale' or 'To Let' boards at their discretion.
- 10.3. To make all reasonable efforts to be at the Premises to allow contractors to carry out any maintenance or repairs which are the responsibility of the Landlord and 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 Premises.

#### **Assignment**

- 11.1. Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

#### **Use of the Premises**

- 12.1. To use the Premises only as a private residence for the occupation of the Tenant and his immediate family.
- 12.2. Not to register a company at the address of the Premises.
- 12.3. Not to run a business solely from the Premises.
- 12.4. Not to use the Premises for any illegal purpose.
- 12.5. Not to hold or allow any sale by auction at the Premises.
- 12.6. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's or the Agent's prior written consent.
- 12.7. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 12.8. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- 12.9. Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

**Initials:**

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- 12.10. Not to remove the Fixtures and Fittings or furniture (if applicable) of the Premises or to store them in any way or place inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 12.11. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld. To pay all the costs of installation, removal and repair of any damage done as a result of a breach.
- 12.12. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.
- 12.13. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- 12.14. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks only.
- 12.15. Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.
- 12.16. Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 12.17. To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a Tenant-like manner.

#### **Rent inclusive of utilities & communication services**

- 13.1. Utilities are provided by an outsourced third party
- 13.2. Broadband is provided for domestic use and not for commercial or illegal activities. Broadband speeds will be subject to the speeds available at the Premises and any other contractual restrictions placed upon the supply by the supplier who provides it on the Agents behalf
- 13.3. The Agent will provide the contact information of the tenant(s) to their outsourced third party in order for them to communicate directly with the tenant(s) in relation to the utilities and services if required
- 13.4. The Agent shall notify the Local Authority at the start of the Tenancy of the Tenant's liability to pay council tax.
- 13.5. The Tenant agrees not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 13.6. To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 13.7. Not to change the supplier for any of the utility services included in this agreement
- 13.8. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 13.9. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 13.7 or by anything done or not done by the Tenant.

**Initials:**

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- 13.10. To arrange for the reading of the gas, electricity and water meter, if applicable, at the start and end of the Tenancy and the departure of the Tenant from the Premises.
- 13.11. To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers and to the local authority.
- 13.12. If the tenant(s) exceed the limits under the fair usage policy, the Agent reserves the right to apply charges equal to the amount by which the tenant(s) has exceeded the allowance.

### Utilities package -Fair usage Policy

As part of this Tenancy Agreement, the Landlord/Agent agrees to include “**utilities**” (gas where applicable, electric, fresh water & waste water) and “**communication services**” (Broadband, at the fastest speed available in the area) to the Tenant as part of the fixed price rental charge at the Property (“**Rent**”).

The Tenant acknowledges and agrees that in order to be eligible for the Rent at the fixed rate in relation to the Services at the Property, the Tenant shall be obliged at all times to comply with the usage allowances set out at clause [3] below (“**Bills Inclusive Policy**”).

Should the Tenant fail to comply with the Bills Inclusive Policy, additional fees may be payable to the Landlord/Agent.

The Tenant agrees that to the extent that there is more than one tenant at the Property, the obligations and liabilities of each of the tenants in relation to any additional fees payable to the Landlord shall be joint and several obligations and liabilities of those tenants.

From time to time the supplier may request certain information about the tenant from the Landlord/Agent including:

- Tenant name, mobile number and email address;
- copies of the tenancy agreements;
- information about the arrival and departure of any tenants at the Property.

The tenant agrees that the Landlord/Agent shall be entitled to pass the above information to the supplier provided that any such information will be held by the supplier according to the suppliers Privacy and cookies policy.

### VARIATION

A person who is not a party to this Tenancy Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of its terms. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

### BILLS INCLUSIVE POLICY

If the bills are included within your Rent, then this policy will apply to you. This is to ensure that your energy and water usage is sensible and reasonable.

There are allowances below to limit the amount of energy and water that you can use when bills are included within your rent. The allowances are generous but it is important that you and the other tenants in your home are sensible with your energy and water usage throughout your entire tenancy agreement.

If you go over the allowances, you will be charged for the additional usage. The energy tariffs applicable to the Services are set out at [glide.co.uk/tariffs](http://glide.co.uk/tariffs).

The allowances are for the 12 month period so if your tenancy agreement is shorter or longer, we'll adjust the allowance accordingly.

**Canterbury Region**

Number of tenants	Gas annual allowance per property (£)	Electricity annual allowance per property (£)	Water annual allowance per property (£)
1	£1,091.07	£882.36	£528.60
2	£1,117.10	£900.63	£546.60
3	£1,128.83	£925.45	£568.08
4	£1,398.49	£1,035.37	£603.12
5	£1,450.56	£1,229.16	£642.60
6	£1,554.70	£1,329.67	£709.44
7	£1,661.99	£1,538.87	£767.64
8	£1,899.32	£1,758.71	£877.32
9	£2,136.79	£1,978.55	£987.00
10	£2,374.25	£2,198.39	£1,096.68
11	£2,611.58	£2,418.23	£1,206.36
12	£2,849.05	£2,638.07	£1,315.92

**OR WITH NO RENT INCLUSIVE OF BILLS**

**Utilities**

**13.13.** To notify the suppliers of gas, water, electricity, other fuel, internet and telephone services to the Premises that this Tenancy has started and to read meters where appropriate.

**13.14.** To notify and pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

**13.15.** To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force: gas, water (including sewerage and other environmental services), electricity, any other fuel charges, telecommunications, Television license, Broadband. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant(s).

**13.16.** To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant.

**Initials:**

**(Tenant)**



- 13.17. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 13.18. To inform the Landlord, or the Agent, of any change of telephone number or email address within a reasonable time of the Tenant being given the new number.
- 13.19. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier.
- 13.20. To provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 13.21. In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 13.22. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.
- 13.23. To provide proof of payment of all outstanding accounts with the utility service providers at the end of the Tenancy.
- 13.24. The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date
- 13.25. To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out above and to the local authority.

#### **Animals and Pets**

- 14.1. Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the prior written consent of the Landlord or the Agent, which will not be unreasonably withheld. The tenant agrees to have the premises professionally cleaned with a de-infestation cleaner at the termination of the tenancy should any animal or bird have been kept at the premises during the tenancy.
- 14.2 To keep the garden free of fouling by all animal(s) during and at the end of the Tenancy.
- 14.3 Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

#### **Leaving the Premises Empty**

- 15.1. Before leaving the Premises vacant for any continuous period of 14 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 15.2. To comply with any conditions set out in the Landlord's Policy relating to empty Premises, including making arrangements for the Premises to be checked on a regular basis, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under Part VI Error! Reference source not found. of this Agreement.
- 15.3. To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 15.4. If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

**Initials:**

**(Tenant)**

### **Locks and Alarms**

- 16.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 16.2. To set the burglar alarm (if applicable) when the Premises are vacant.
- 16.3. To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.
- 16.4. To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.
- 16.5. Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 16.6. If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.
- 16.7. If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 16.8. Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

### **Garden**

- 17.1. To keep the garden (if applicable) in the same condition and style as at the commencement of the Tenancy.
- 17.2. To keep the borders, driveways, paths, and patios, if any, weeded.
- 17.3. To cut the grass regularly during the growing season.
- 17.4. To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden.
- 17.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.

### **House Plants**

- 18.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, or any plants on a roof terrace if the houseplant or plants on the roof terrace die.

### **Car Parking Space**

- 19.1. To park private vehicle(s) only at the Premises.
- 19.2. To park in the space allocated to the Premises, if the Tenant is allocated a car parking space.
- 19.3. To pay a deposit or replacement cost (if lost) of any key, fobs or other devices relating to the parking of vehicles at the Premises

### **Refuse**

- 20.1. To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.
- 20.2. To dispose of refuse through the services provided by the Local Authority where required.

**Initials:**

**(Tenant)**

- 20.3. To pay any additional charges imposed by the Local Authority for removal of additional refuse or garden waste.

#### Notices

- 21.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent within a reasonable time of receipt of any notice, order, or proposal.
- 21.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Agent within a reasonable time.

#### Inventory and Checkout

- 22.1. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within 5 days of the Commencement Date with any written amendments or notes. If not received, the tenant accepts the original document provided is an accurate reflection of the property condition.
- 22.2. To agree that the Check-In Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the Condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 22.1 above is not returned to the Landlord or the Agent.
- 22.3. To allow access for the check of the Inventory and Schedule of Condition at the termination or sooner ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.
- 22.4. To accept that if either the Tenant or his agent does not attend an appointment a check out report will be prepared by the Property Manager or Inventory Clerk at that time, although the Tenant is not bound to accept the report.
- 22.5. The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

#### Head Lease

- 23.1. If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this Tenancy.

#### Immigration Act

- 24.0 If the tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant Government Department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

#### Part VI: Further Conditions to be kept by the Landlord

*The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main Terms found in Part III. If any of these Terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.*

#### Quiet Enjoyment

- 24.1 To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

#### Consents & Interest

**Initials:**

**(Tenant)**

- 24.2 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior Landlords, mortgagees, insurers or others) have been obtained.

#### **Statutory repairing Obligations**

- 24.3 To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Premises and exterior (including drains, gutters and pipes); certain installations for the supply of water, electricity and gas; sanitary appliances including basins, sinks, baths and sanitary conveniences; and for space heating and 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 7.2.
- 24.4 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 24.3 above.

#### **Insurance**

- 24.5 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

#### **Other Repairs**

- 24.6 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a Tenant-like manner.

#### **Safety Regulations**

- 24.7 To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 24.8 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
- 24.9 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 24.10 To ensure the premises are compliant with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the tenancy.

#### **Legionella**

- 24.11 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

#### **Head Lease**

- 24.12 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

#### **Other Taxes**

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

#### **Possessions and Refuse**

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

**Initials:**

**(Tenant)**

**Part VII: It is mutually agreed between landlord and tenant as follows**

**25.1** Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

**Rent Review**

**25.2** It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment.

**Repair**

**25.3** Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

**25.4** The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

**Reimbursement**

**25.5** Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested. Failing to do so, the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 7.5 hereof at the end of the Tenancy.

**Data Protection & Confidentiality**

**25.6** The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at: <https://www.sandersonsuk.com/legals/privacy-policy>

**Council Tax**

**25.7** The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

**Forfeiture**

**25.8** If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the Tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

**Interruptions to the Tenancy**

**25.9** If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.

**25.10** If the Premise are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

**Initials:**

**(Tenant)**



### Notices

- 25.11** The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) or other written requests may be sent or served upon the Landlord is set out in Part II, A
- 25.12** The Landlord or Agent may give Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.
- 25.13** The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 25.14** Service shall be deemed valid if sent by email to the email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own.
- 25.15** The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own: [pm@sandersonsuk.com](mailto:pm@sandersonsuk.com)
- 25.16** Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.
- 25.17** If the email is sent on a business day before 16:30 then it shall be deemed as served that day; or in any other case, the next business day after the day it was sent.
- 25.18** At the end of the initial fixed term as specified in Part III hereof, the Term shall continue on a month-by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

### Early Termination

- 25.19** If the Tenant vacates the Premises during the Term where there is no Special Tenancy Condition allowing the early termination of the term, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises are re-let whichever is earlier, whether or not the Tenant chooses to continue occupying the Premises.
- 25.20** The tenant will be liable to pay the Landlord or the Agents costs to re-let the premises if the tenant requests a termination before the expiration of the term.

### Removal of Goods

- 25.21** The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord elects to remove them from the Premises and store them for a maximum of one month. However, charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address to the address of the Premises; that he considers that items have not been cleared; and the Tenant has failed to collect the property promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
- 25.22** The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the

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Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

#### **Ground 1 and 2 Notice**

**25.23** Before, during, or after the Term of this Tenancy the Landlord may give written notice (by post or email) to the Tenant that the Landlord will apply to the court to re-gain possession of the Premises according to the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 1 & 2.

#### **Stamp Duty Land Tax**

**25.24** The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.

**25.25** The Tenant agrees that he will comply with his legal responsibility to pay the costs of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party.

#### **Duties of the Guarantor**

**25.26** In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable.

#### **Jurisdiction**

**25.27** This Agreement will be subject to the jurisdiction of the court in England and Wales

#### **Documentation**

**25.28** The tenant acknowledges receipt of the documents listed in the guidance notes for tenants at the start of this agreement

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**Part VIII: Special Tenancy Conditions agreed for this Tenancy for Landlords & Tenants**

None agreed

**Signatures to the Agreement**

**\*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\***

SIGNED  By, or for and on behalf of, the  
LANDLORD  
Date:

SIGNED  FIRST TENANT  
Print name:  
Date:

SIGNED  SECOND TENANT  
Print name:  
Date:

SIGNED  THIRD TENANT  
Print name:  
Date:

SIGNED  FOURTH TENANT  
Print name:  
Date:

**IMPORTANT NOTE**

Once this Agreement has been signed, if the annual rent exceeds £125,000.00pa the Tenant must pay the Stamp Duty Land Tax for this Agreement to the Stamp Office. Further information can be obtained by telephoning 0845 6030135.

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## Information relating to the Tenancy Deposit Protection Scheme Housing Act 2004

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

Property:

Name of Landlord(s):

Name of Tenant(s):

Name of Lead tenant(s) for deposit return at the end of the tenancy:

Email Address for lead tenant (if applicable):

Deductions may be made from the Deposit according to the clauses 4.1 to 4.6, 4.13 and 4.15 of the Tenancy Agreement attached.

Information explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being the Agent, Sandersons. This will be included in your Move in Pack.

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Solutions Ltd (TDSL) within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier. The TDSL will then provide proof to the Tenant of that compliance. If this proof is not forthcoming then the Tenant should take independent legal advice from a solicitor, Citizen Advice Bureau or other housing advisory service.

### Procedure for Dispute at the End of the Tenancy

- 1.1 When the Landlord and Tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the Tenant to refer the matter directly to the Alternative Dispute Resolution Service (ADR)
- 1.2 The Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 1.3 The Tenant should make their best endeavours to inform the Agent if they wish to raise a dispute about this Deposit within 20 working days after the lawful end of the Tenancy and vacation of the property. The Agent has a maximum of 10 working days to resolve the dispute.
- 1.4 It is not compulsory for the parties to refer the dispute to the ADR for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement, refer the dispute back to the ADR for adjudication. If the parties do agree that the dispute should be resolved by the ADR they must accept the decision as final and binding.
- 1.5 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Dispute Notification Claim Form which can be requested from TDSL by emailing [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk) or telephone 0871 703 0552 and submitting it to the ADR.
- 1.6 The sum in dispute must be remitted to the TDSL within 10 days of being requested to do so, whether or not the parties wish the ADR to resolve the dispute
- 1.7 The Agent and parties to the Tenancy must co-operate with the ADR in the consideration of the dispute and follow the recommendations of the ADR concerning the method of resolution of the dispute.

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1.8 If one party raises a dispute with TDSL, the TDSL will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDSL will make their adjudication and decision upon the information already held and find accordingly for the party making the dispute.  
If the Landlord or Agent are unable to contact the Tenant despite making reasonable efforts to do so or the Tenant is unable to contact the Landlord or Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or Deductions from the Deposit because the TDSL are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

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

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

Signed by Tenant (1)

Signed by Tenant (2)

Signed by Tenant (3)

Signed by Tenant (4)

Signed by for and on behalf of the Landlord(s)

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## STANDING ORDER PAYMENTS

As part of the tenancy agreement you have just signed you are required to set up your rental payments and utilities as a standing order direct to the Landlord or Agent.

The remaining rent for the first quarter is due by **01 July**

Rent is payable **quarterly** by standing order on **01 July, 01 October, 01 January, 01 April**

Your **household** quarterly rent payments will be:

**£ RENT pcm x 3 to equate to one quarter**

Payable to: **Natwest Bank**, in the name of: **Sandersons UK**

BANK DETAILS

Please allow your bank time to arrange this payment. We recommend a minimum of 2 weeks is given to your bank for a written standing order mandate or you can also set up the standing order via the Internet or telephone banking service of your bank.

Tenants may incur an additional charge for any payments that are NOT made by standing order to cover Sandersons administrative costs in processing credit/debit card payments. Cash payments should be made direct to Sandersons bank account detailed above via a Natwest branch.

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