

ASSURED SHORTHOLD TENANCY

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

Important Notice

This document contains the Terms of the Tenancy of

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 a copy of any document referred to in the 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.

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

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

ASSURED SHORTHOLD TENANCY

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

-between-

(hereinafter referred to as “the Landlord”)

-and-

(hereinafter referred to as “The Tenant”)

-property-

(hereinafter referred to as “the Premises”)

This agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19a of the Housing Act 1988 as amended by Part III of the Housing Act 1996 and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act

THIS AGREEMENT is made on the _____ day of _____ in the year _____

BETWEEN

AND

WHERE the Landlord agrees to let the Tenant the dwelling house known as _____

Together with the fixtures, fittings and effects therein for the term of _____ months from the up to and including _____ on the conditions stated hereafter.

The Tenant agrees to pay the rent of _____ per calendar month for the period of the rental as agreed, or such revised rent as may from time to time be payable. The initial payment is to be made on the signing hereof in respect of rent from _____ to _____ and thereafter the sum of £ _____ to be paid by standing order to _____ be cleared through the banking system by the _____ day of each calendar month thereafter for the remaining term.

The tenant shall deposit with the Agent (_____) the sum of _____ This will be held by The Deposit Protection Service as "Stakeholder" for the duration of the Tenancy under the conditions stated in the Security Deposit clause of this Agreement.

FOR the purpose of Section 48 of the Landlord and Tenant Act 1987 the address in England and Wales at which all notices (including notices in proceedings) may be served on the Landlord by the Tenant is:-

For the purpose of Section 196 of the Law of Property Act 1925. Notices are deemed served if delivered to the property by hand or sent by registered post and are also deemed served if sent by first class post to the property or the last known address.

AS WITNESS THE HAND OF THE SAID
The day and year first above written

LANDLORD NAME

SIGNATURE _____

In the presence of
NAME

ADDRESS

OCCUPATION

SIGNED: _____

AS WITNESS THE HAND OF THE SAID
The day and year first above written

TENANT NAME

SIGNATURE _____

In the presence of
NAME

ADDRESS

OCCUPATION

SIGNED: _____

1 THE LANDLORD WARRANTS:

- 1.1 That they are the sole owner/s of the Property
- 1.2 That any furniture in the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 1.3 That all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994.

2 THE TENANT AGREES:

- 2.1 To keep the interior of the Premises and all fixtures, fittings, furniture, effects and all windows in good repair and decorative condition and clean and to make good all damage and breakages and to pay or otherwise be responsible for all repairs and/or replacements (including without prejudice to the generality of the foregoing replacing any windows in the Premises which may become broken by the Tenant/s from whatever cause).
- 2.2 Not to assign, sub-let, part with possession or share the occupation of the Premises or any part or parts thereof nor permit the same to be used or occupied by any person or persons other than the Tenant nor take in any lodger.
- 2.3 To use the Premises only for the purpose of a single dwelling house and not to carry on in the Premises any profession trade or business nor to let apartment therein nor receive paying guests.
- 2.4 To use the Premises for residential use only and not for any political or religious gatherings.
- 2.5 Not to do or suffer to be done anything which may be or become a nuisance, annoyance or inconvenience to the Landlord or the occupier of any neighbouring or adjoining Premises or which may vitiate any insurance of the Premises or increase the premium payable for such insurance.
- 2.6 Subject to 24 hours notice, save in an emergency, to permit the Landlord and/or their Employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises or carrying out any necessary maintenance or repair to the Premises or any adjoining property belonging to the Landlord.
- 2.7 To give the Landlord notice as soon as is reasonably practicable of any necessary repairs or damage to the Premises or to any of the fixtures fittings furniture or effects within the Premises
- 2.8 To yield up the Premises and all fixtures, fittings, furniture, effects and windows herein at the end of the tenancy in a clean and tidy condition, cleaned by professional cleaners and to make good or pay for the repair or replacement of any fixtures, fittings, furniture, effects and windows which may have been broken lost damaged or destroyed during the tenancy and to leave all items at the end of the Tenancy in the positions in which they were at the beginning of the tenancy.
- 2.9 Not to carry out or put into effect any structural alteration revision or addition to the Premises including erecting a partition wall nor to affix wall paper and paste to any interior walls nor to affix to the exterior or to the windows of the Premises any sign advertisement handbill or poster nor to affix to the exterior or erect upon or within the Premises any aerial for receiving television or radio transmission (including dishes for receiving satellite transmissions) without written permission from the Landlord.
- 2.10 To dispose of refuse and waste material only in accordance with the directions of the Landlord and under no circumstances to dispose of any substances or fluids likely to cause damage to pipes, wires, cables or drains serving the Property.
- 2.11 To keep the landing giving access to the Premises on the first floor clean not to obstruct or permit the same to be obstructed.
- 2.12 To keep the windows in the Premises, inside and outside, clean

- 2.13 Not to smoke or permit smoking on any part of the Premises including the communal internal area.
- 2.14 Not to keep any animals or pets in the Premises without the Landlord's consent, which cannot be unreasonably withheld and which may be withdrawn upon giving reasonable notice. If consent is granted to keep an animal or pet, based on type of pet, the Landlords reserves the right to charge additional rent.
- 2.15 Where applicable to keep the garden properly tended including mowing the lawn, trimming hedges, weeding borders and pruning any trees where applicable.
- 2.16 Where a summer house is provided the Tenant is responsible for maintaining and ensuring the summer house is kept in a good condition.
- 2.17 Not to erect a shed or any structure in the garden without written permission from the Landlord.
- 2.18 Not at any time to park or permit to be parked nor to keep or permit to be kept in the Premises or in or upon any other property of the Landlord any motor vehicle, caravan, motor cycle or boat without first obtaining the Landlord's consent and only in accordance with the Landlord's directions.
- 2.19 To test any battery operated smoke alarms at regular intervals and to replace the battery in any alarm that is found not to be working. If the alarm still does not work after replacement of the battery, the Tenant must immediately notify the Landlord.
- 2.20 Not to use or consume in or about the Property during the continuance of this Tenancy any of the drugs mentioned in the Dangerous Drugs Act 1965 or any other controlled substances, the use of which hereinafter be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely and immediately terminate the Agreement without prejudice to the Landlord's right to enforce all of the provisions set out herein in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses arising from any other breach of the provisions set out herein.
- 2.21 Not to play or permit to be played so as to be audible outside the Property any musical instrument or equipment after eleven o'clock pm or before ten o'clock a.m. or at any time to cause annoyance or nuisance to neighbours.
- 2.22 In the event of the Tenant failing to pay to the Landlord the rent payable under the provisions hereof within 14 days of the due date to pay the Landlord interest thereon at the rate of 4 per centum above the Base Rate of Lloyds TSB Bank plc until payment and for the purposes of collection such interest shall be deemed to be rent in arrears and all the Landlord's rights and remedies in respect of arrears of rent shall be applicable. This tenancy shall be immediately terminated upon insolvency of the Tenants.
- 2.23 Any sums requiring apportionment will be apportioned on a daily basis and will be back dated to the date the rent first went into arrears.
- 2.24 If the Tenant terminates the Tenancy hereby created other than in accordance with the terms of this agreement the Tenant shall on demand pay to the Landlord a proportion of the legal costs and/ or letting agents fees incurred by the Landlord in connection with the creation of the letting, such proportion to be a calculation based on the ratio that the unexpired term of the Tenancy bears to the length of the period from the commencement of the term to the date at which the notice of determination takes effect.
- 2.25 To make good all damage or breakages to the walls, furniture and effects which may occur during the term.
- 2.26 To clean or pay for the professional cleaning of all carpets, furniture and curtains included in the letting and which have been soiled during the Tenancy.
- 2.27 Not to damage or remove from the Premises any of the furniture and effects without written consent from the Landlord.

- 2.28 If the let includes the use of furniture and effects, the furniture and effects shall be as specified in an Inventory signed by the Tenant.
- 2.29 If any goods belonging to the Tenant or members of the Tenant's household have been removed from the Property at the time of the expiration or sooner determination of the Tenancy the Tenant shall:
- 2.29.1 Pay the Landlord damages at a rate equivalent to the rent then payable for the Property until the Tenant shall have removed all such items;
- 2.29.2 Pay to the Landlord damages any additional expenses incurred by the Landlord in checking the said inventory which cannot be checked until all goods belonging to the Tenant or members of the Tenant's household have been removed;
- 2.29.3 Pay to the Landlord the cost of removing and storing or disposing of such goods.
- 2.30 It is the responsibility of the Tenant to pay the rent. In the event that the Tenant is in receipt of Housing Benefit, it will remain the responsibility of the Tenant to pay the rent on time. The Benefit payments should go directly to the Tenant and then be paid to the Landlord. It will be at the Landlords' discretion whether to allow the Tenant to make rent payments on a four weekly basis instead of per calendar month. If rent is to be paid every four weeks, a breakdown schedule of when the rent will be paid must be provided to the Landlord as soon as possible after the Tenant moves in and the Landlord must be kept informed at all times as to the Benefit situation. Any shortfall between the rent due and the Benefit received must be made up by the Tenant.
- 2.31 Not to throw or permit to be thrown into the lavatory cisterns or waste or soil pipes in the Property any rubbish, rags, facial cleansing wipes, household cleaning wipes or female sanitary products or refuse other than toilet paper.
- 2.32 Not to install cable television or telephone at the Property without first obtaining the Landlord's consent. Where such consent is granted, the Tenant is to meet all costs required for the installation, removal and thereafter make good any resultant damage as required by the Landlord.
- 2.33 Not to become voluntarily bankrupt (or where the Tenant comprises more than one individual that none of them will become bankrupt).
- 2.34 That within seven days after receipt of any notice given or order made by any competent authority in respect of the Property give full particulars thereof to the Landlord and to take all reasonable steps to comply with the same and join with the Landlord and at the Landlord's expense in taking such other reasonable action in relation thereto as the Landlord may decide.
- 2.35 To immediately forward to the Landlord any notice of a legal nature delivered to the Property touching or affecting the same, its boundaries or neighbouring properties.
- 2.36 To promptly forward any mail that is not addressed to the Tenants or the neighbours to the Landlord without undue delay.
- 2.37 Not to allow the Property to be used as a postal address by anyone apart from the Tenant.
- 2.38 To keep all electric lights in good working order and in particular replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 2.39 Where a Fridge, Freezer or Fridge/Freezer are provided, to defrost and maintain and keep in good working order.
- 2.40 Where a Washing Machine, Washer/Dryer or Dryer are provided, they are to be maintained and kept in good working order.
- 2.41 Where a Cooker/Oven, Hob are provided they need to be maintained and kept in good working order.
- 2.42 Not to use or allow the Premises to be used for illegal, immoral or improper activities.

- 2.43 Not to redecorate any part of the Premises without the Landlords prior written consent.
- 2.44 To keep all vents extractor fans and ventilation ducts clean and free from obstruction.
- 2.45 That during the last 2 months of the Tenancy the Tenant will permit any person accompanied by the Landlord to enter and view with prospective Tenants or Purchasers the Property at reasonable hours upon the arrangement of a convenient appointment or on reasonable notice where access is gained either via the Tenant or by keys held by the Landlord. To permit the Landlord or the Landlord's Agents to erect "For Sale/To Let" boards at their discretion.
- 2.46 Not to hang or affix any objects to the walls of the Premises except by using recognised commercially produced picture hooks, properly affixed after receiving prior written consent from the Landlord, otherwise any damage caused as a result, will have to be redecorated at the Tenants expense, including any damage/markings caused by Blu Tack or any similar product.

3 THE LANDLORD AGREES:

- 3.1 That the Tenant paying the rent is granted 'Exclusive Possession' and may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any representative of the Landlord.
- 3.2 Not to harass or unlawfully evict the Tenant (the Protection from Eviction Act 1977 defines harassment as: any act(s) likely to interfere with the peace or comfort of the residential occupier or any members of his or her family, or the persistent withdrawal of services reasonably needed for occupation).
- 3.3 Where applicable to pay the maintenance charges reserved by any superior lease and observe and perform the terms and conditions thereof so far as it is not the Tenant's responsibility to do so pursuant to the terms of this agreement if necessary.
- 3.4 To return to the Tenant any rent paid for any period while the Property is rendered uninhabitable or inaccessible by reason of fire, flood or other accident that is covered by the Landlords' insurance and which has not been invalidated by any act on behalf of the Tenant or their guest/s. Where only part of the Property is deemed uninhabitable the Tenant will be excused a fair proportion of the rent. The amount in case of dispute to be settled by arbitration.
- 3.5 That under Section 11 of the Landlord and Tenants Act 1985 to keep in repair the structure and exterior of the property including drains, gutters and external pipes also to keep in repair and proper working order, any installations for the supply of water, gas, electricity and sanitation.
- 3.6 To keep in repair and proper working order any installations for space heating and water heating.
- 3.7 To keep in repair and proper working order any installations for sanitation, including basins, sinks, baths and sanitary conveniences.
- 3.8 To keep all appliances, mechanical and electrical equipment that were provided at the start of the Tenancy in good repair and in working order and that the Landlord will at their own expense maintain the same in such condition during the term of the Tenancy (except in the case of misuse by the Tenant and their guests or invitees).
- 3.9 To clean the property prior to the commencement of the Tenancy.

4 THE SECURITY DEPOSIT:

- 4.1 The Security Deposit will be held by a member of the rent deposit scheme for the duration of the Tenancy, with the exception of general wear and tear, in respect of:
 - 4.1.1 Dilapidations, breakages, claims, damages and costs for which the Tenant may be liable under the tenancy or otherwise in connection with the occupation of the Premises so that any balance of the said deposit shall be returned without interest to

the Tenant when the amount of any such matters for which the Tenant may be liable has been determined and where the Tenant comprises of more than one person the Landlord (or in the absence of any agreement in writing between the persons comprising the Tenant/s signed by them and delivered to the Landlord) may refund such balance as aforesaid in equal shares to the persons comprising the Tenant.

- 4.1.2 Any damage to the Property or the Fixtures and Fittings and Effects for which the Tenant may be liable as certified by the Inventory Clerk in the inventory check-in and check-out report.
- 4.1.3 Any instalment of rent or any other monies payable under this Agreement which may be due but remain unpaid.
- 4.1.4 Any unpaid charges for water, electricity, gas, telephone, Council Tax incurred during the time the Tenant is in the Property.
- 4.1.5 Any breach on the part of the Tenant of the Tenant's obligations under this Agreement.
- 4.1.6 Any damage caused or cleaning required as a result of any pets occupying the Property either with or without the Landlord's consent.
- 4.2 The Tenant will have to pay for and provide proof of a professional clean at the end of the tenancy, if this is not arranged by the tenants then the Landlord maintains the right to deduct the cost of the clean from the Security Deposit.
- 4.3 The Deposit will be held by a member of the rent deposit scheme and at the end of the Tenancy after all parties are in agreement over deductions for repairs, any remaining Security Deposit will be returned to the Tenant.
- 4.4 If the Tenant vacates the property at any time without giving the required notice or is in breach of this Agreement, they will forfeit the Security Deposit and it will be transferred to the Landlord.
- 4.5 The Landlord may at any time deduct from the Security Deposit any unpaid rent or other monies for any loss or expenses incurred or suffered by the Landlord or any sums expended by the Landlord arising out of any of the foregoing matters including legal and other professional fees.
- 4.6 The Landlord reserves the right to authorise the member of the rent deposit scheme to retain the Security Deposit until the Landlord is satisfied that any charges payable by the Tenant in respect of water, gas, electricity, telephone or council tax for the Property have been paid in full and proof of which is provided by the Tenant of receipted termination accounts to the Landlord.
- 4.7 In any case where the Landlord has the right to make a deduction from the Security Deposit in respect of more than one claim or deduction then the Landlord shall have the right to make such apportionment in such priority as he shall see fit.
- 4.8 If the Landlord sells the Property or transfers the reversion immediately expectant upon determination of the Tenancy the Landlord shall pay the amount of the Security Deposit (or the balance thereof) to the purchaser or transferee of the same whereupon the Landlord shall be released from any further claim or liability in respect of the Security Deposit or any part thereof.
- 4.9 In the absence of any notice of a claim against the Tenant within 21 working days of the termination of the Tenancy, the Landlord will be deemed to have accepted that no further sums are due and the Landlord will forthwith repay all sums outstanding to the Tenant.
- 4.10 Where a dispute arises in line with claims against the Security Deposit, these disputes will be referred to the Tenancy Deposit Scheme (TDS) an adjudication/arbitration service. The disputed amount will be transferred to the TDS pending the outcome of the arbitration between the Landlord and the Tenant.

If the amount of monies that the Landlord is entitled to deduct from the Security Deposit under this part exceeds the amount held as the Security Deposit, the Landlord will require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing. Interest will be payable if the outstanding amount is not received by the Landlord within 30 days of the request in writing being made to the Tenant.

- 4.11 The Tenant should not rely on the Security Deposit stated herein when making arrangements to pay a security deposit on any subsequent Tenancy.
- 4.12 The Security Deposit is held against dilapidations and repairs and will not be accepted as payment towards any rent or the final months' rent.

5 UTILITIES AND LIABILITIES:

- 5.1 The Tenant agrees on the signing of this Agreement that they will take over the responsibility for direct payment to the suppliers all charges due during the Tenancy for the following:
 - 5.1.1 Water rates, sewerage disposal, fuel, oil and electricity;
 - 5.1.2 Telephone charges and all rent in respect of the telephone;
 - 5.1.3 Council Tax and general rates and other taxes whether assessed or charged in respect of the ownership or occupation of the Premises. If the Tenant is exempt from paying Council Tax it is still their responsibility to notify the relevant Authority of their occupancy;
 - 5.1.4 Where the Property is served by a septic tank or cesspit, the Tenant will be responsible for the reasonable costs of emptying or cleaning such facilities, as required.
- 5.2 The Tenant consents to the Landlord advising the councils and service suppliers of the Tenant's responsibilities and for the council and service suppliers to advise the Landlord of any details relating to the account at the termination of the Tenancy.
- 5.3 The Tenant must not change the Electricity provider without the Landlord's written consent. If consent is granted the Landlord reserves the right to ask the Tenant to revert back to the original provider at anytime or before the end of the tenancy. Non compliance with this condition will result in a charge of £82.25 inclusive of VAT being made against the Tenant. Such sums will be recovered out of the security deposit.
- 5.4 If the Tenant allows the utility or other services to be cut off, by default of payment or by specific instruction, either during or at the end of the Tenancy, the Tenant will accept liability for the costs associated with reconnecting or resuming those services.
- 5.5 To pay for a television license if they wish to use a television set at the property at any time during the Tenancy.
- 5.6 To cancel any telephone, internet, cable or satellite subscriptions at the end of the Tenancy and to settle all bills in full
- 5.7 To redirect their mail at the end of the Tenancy.

6 INVENTORY:

- 6.1 The Landlord will prepare or will pay all reasonable and proper costs associated with the drawing up of an Inventory list of the contents at the property, prior to the commencement of the Tenancy
- 6.2 If using an external Inventory company, the Tenant will pay all cost associated with the Check-In.
- 6.3 If using an external Inventory company, the Landlord will pay all cost associated with the Check-Out.

- 6.4 If the Landlord requires the an Agent to conduct the Check-In and/or Check-Out using his/her own inventory or one that is already in existence, then the Landlord will pay all reasonable and proper costs associated with this.
- 6.5 The inventory shall be final and binding evidence of the contents and condition of the Property at the commencement of the Tenancy. Unless damage is noted on the Inventory, the Property and contents shall be deemed to be in good condition.
- 6.6 The Tenant will attend the Inventory Check-In and if unable to do so shall accept the findings of the Landlord or Inventory Clerk appointed by the Landlord..
- 6.7 The Tenant will attend the Inventory check-out and if unable to do so shall accept the findings of the Landlord or Inventory Clerk appointed by the Landlord.
- 6.8 Where possible, the same parties will be present at the Inventory Check-In and Check-Out.
- 6.9 At the Check-Out the parties will agree the items which are present and undamaged and if the Landlord accepts these items back no further claim will be made in relation to them. The Tenant will be provided with a copy of the Check-Out report.
- 6.10 Within 21 days of the end of the Tenancy the Landlord shall provide an estimate of the sum required, if any, under the provisions of this Agreement, to be paid by the Tenant to replace or renew any items on the Inventory which were identified on the Check-Out report as needing to be replaced or renewed. The parties will within 21 days of receipt such estimate attempt to reach an agreement on any sum due to the Landlord.
- 6.11 In default of agreement either side may refer the issue to an independent Inventory Clerk to be either jointly appointed or appointed by the Chartered Institute of Arbitrators who shall act as an expert and whose decision in all matters and whose judgement shall be final and binding on the parties.
- 6.11.1 The cost of the referral shall be at the discretion of the expert;
- 6.11.2 Within 21 days of the experts determination any sum agreed in the Inventory Check-Out as determined by the expert will be deducted from the Security Deposit and the balance will be repaid to the Tenant.

7 INSURANCE AND SECURITY:

- 7.1 The Landlord is obliged to arrange Buildings insurance for the Property and Contents insurance for any item/s supplied which are for use by the Tenants, these policies should also include Accidental Damage by the Tenants. Where an existing policy is in effect, the Landlord must obtain permission from the insurer to let the property and amend the cover accordingly.
- 7.2 The Tenant is obliged to arrange Contents insurance for any of their own possessions which are introduced to the Property, this policy should also include Accidental Damage to the Landlords possessions. In the event of a claim, the Tenant will not be able to make a claim on the Landlords policy for any damage to the Tenants possessions if uninsured.
- 7.3 The Tenant agrees to reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord's insurance policy for each and any claim on said policy resulting from any action or inaction on the part of the Tenant or invited guest, in breach of this Agreement
- 7.4 The Tenant must inform the Landlord forthwith if an insurance incident arises.
- 7.5 If the Property is to be left unoccupied for longer than 21 days the Tenant must inform the Landlord in writing prior to departure.
- 7.6 The burglar alarm in the Property as been disconnected and will not be used by the Tenants during the Tenancy.
- 7.7 Whenever the Property is left unattended, the Tenant must fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property.

- 7.8 The Tenant agrees not to change the locks to any of the doors of the Property unless in an extreme emergency or with the written consent of the Landlord and if locks are changed with the Landlord's consent or in an emergency to supply further keys to the Landlord immediately as may be required.
- 7.9 The Tenant agrees not to do anything which shall or may cause the policy of insurance on the Building or the Property or any nearby property to become void or voidable or the premium on any such policies to be increased, nor to keep or permit any petrol or other inflammable substances to be kept in or about the Property.
- 7.10 During the winter months and at any time as necessary the Tenant must take reasonable precautions to avoid damage to pipes etc by freezing.
- 7.11 To return all keys at the termination of the Tenancy to the Landlord and in the event that any such keys are not returned to pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the keys belonged.
- 8 THE LANDLORD** may at any time or times after the commencement of the tenancy hereby granted serve written notice on the Tenant specifying that the rent payable hereunder by the Tenant shall from the first rent payment day after the expiry of twenty eight days from the date of service of the notice (and if the notice is left at the Premises it shall be deemed to have been served on the Tenant on the date upon which it was so left) or from such later date as may be specified in the notice be the amount specified in the notice PROVIDED ALWAYS that no increase in the rent payable hereunder shall take effect before the expiry of Twelve months from the commencement of this tenancy and that no subsequent increase shall take effect before the expiry of Twelve months from the date when any previous increase took effect
- 9 THE LANDLORD** on the Twelve month will review the rent with the Tenant and the Landlord reserves the right to adjust the rent upwards subject to agreement with the Tenant.
- 10 WHERE** the Tenant comprises more than one individual the agreements on the part of the Tenant herein contained shall be treated as being made by those individuals jointly and severally.
- 11 THIS** agreement is taken under the strict condition that it is the Tenant who is responsible for paying the rent. The Tenant may be required to provide a Guarantor/s who will be approached for payment if the Tenant cannot pay the rent at any time. Said Guarantor/s would be required to sign an Agreement in addition to this Tenancy Agreement.
- 12 STAMP DUTY:**
- 12.1 Where applicable, the tenant/s will be responsible for paying his/her/their present or future liability for Stamp Duty Land Tax to the Inland Revenue.
- 13 DATA PROTECTION AND CONFIDENTIALITY:**
- 13.1 Letting Agents may share details about the performance by the Landlord or the Tenant of obligations under this Agreement; past present and future known addresses of all parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water companies, Local Authority Council Tax and Housing Benefit departments, Mortgage lenders to help prevent dishonesty for administrative and accounting purposes, or for occasional debt chasing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect
- 14 TERMINATION AND BREAK CLAUSE:**
- 14.1 The Landlord may bring the Tenancy to an end at any time before the expiry of the Term (but not earlier than _____ months from the Commencement Date or the date of this Agreement whichever shall be later) by giving to the Tenant no less than TWO calendar months written notice that the Landlord wishes to take possession of the property.

- 14.2 In the case of death, a notice period of 30 days can be given to the Landlord by the deceased's representative at any time after the commencement of this agreement.
- 14.3 FOR THE AVOIDANCE OF DOUBT under Section 21 of the Housing Act 1988 the Landlord is obliged to give a minimum of TWO calendar months written notice of termination to expire at any time after the end of the term of letting herein specified.
- 14.4 FOR THE AVOIDANCE OF DOUBT the Tenant is requested to give ONE calendar month written notice of termination to expire at any time after the end of the term of letting herein specified.

15 FORFEITURE AND RIGHTS OF RE-ENTRY:

Important: If either party to this agreement is unsure of their rights or require further clarification of this clause, they should consult a solicitor or their local Citizens Advice Bureau

Under the Protection from Eviction Act 1977 the law gives the Tenant protection against arbitrary or immediate termination of their rights to occupy the Property and the law restricts the Landlord's rights, except in certain circumstances, to evict the Tenant from or prevent the Tenant from living in the Property, subject to an existing Tenancy Agreement without first obtaining a court order.

For the Landlord to commence legal proceedings to repossess the Property on a breach of this Tenancy Agreement (where the Tenant has failed to remedy the breach within a reasonable period of time), which might result in the court evicting the Tenant or issuing a court order terminating the Tenancy earlier than might otherwise be lawful; the law requires that the Tenancy Agreement contains a Forfeiture/Right of Re-entry clause, this being such a clause.

For the avoidance of doubt:- In order to exercise their legal rights under this clause, the Landlord will first need to obtain a court order

- 15.1 If at any time the rent or any part thereof shall be unpaid for 14 days after becoming due (whether formally demanded or not) or if there shall be a breach of any term or condition of this Agreement by the Tenant or if any of the circumstances mentioned in the **Specific Grounds** (detailed below) as set out in Part II of Schedule 2 of the Housing Act 1988 as amended 1996) shall arise, then the Landlord may re-enter the property and immediately thereupon this tenancy shall be absolutely determined but without prejudice to the rights and remedies of the Landlord. Any such action will not restrict or limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this Agreement.

Ground 8 (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least 8 weeks rent unpaid where rent is payable weekly or fortnightly; (b) at least 2 months rent unpaid where rent is payable monthly; (c) at least one quarters rent is more than 3 months in arrears if rent is payable quarterly; (d) at least 3 months rent is more than 3 months in arrears if rent is payable annually) as set out in Part I of Section 2 of the Housing Act 1988 (as amended 1996)

Ground 10 (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding)

Ground 11 (that there is not a history of the Tenant being persistently behind with the rent)

Ground 12 (that the Tenant has broken one or more of their obligations under the Tenancy Agreement)

Ground 13 (that the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living there)

Ground 14 (that the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or that a resident or guest at the Property has been convicted of using the Property, or allowing to be

used, for immoral or illegal purposes; or has committed an arrestable offence on or in the locality of the Property

Ground 15 (that the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property)

Ground 17 (that the Landlord has induced to grant the Tenant by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation)

Beware of entering into Tenancy Agreements without taking legal advice. We are happy to help you with any questions you have and explaining your rights and liabilities under the Agreement.

Tenancy agreements do not always contain all the terms you would like included in the agreement. We will be happy to draft any additional clauses for inclusion in the Tenancy Agreement.

Is your tenant in rent arrears or refusing to vacate the property on expiry of the Tenancy Agreement? We can help. By serving the correct properly drafted Notices within the correct time limits we can aid in rent recovery. Please note if proper Notices are not correctly served the recovery process can be significantly delayed.

Our Services

***Residential Conveyancing
Commercial Property
Re-finance
Landlord & Tenant issues
Boundary disputes
Lease extension
Collective Enfranchisement
Wills***

***Trusts
Probate
Transfer of Equity
Option Agreements
Immigration***

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