

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

The Name and Address of the Letting Agent (if any) who arranged this tenancy:

Leydon Lettings Agency, Leydon House, 49-50 Castle Street, Canterbury, Kent, CT1 2PY

Address of Premises to be Let:

Test Property Test Street Test Town TEST PC



1. SUMMARY OF CORE TERMS

- 1.1. Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract:
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- 1.2. Name(s) of LANDLORD(S):

- 1.3. ADDRESS for Landlord(s):

IMPORTANT: - A landlord is required by law (for the purposes of section 47 and 48 Landlord & Tenant Act 1987) to provide a tenant with his address when making written demands for rent and if that address is not in England and Wales, provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the landlord, by the tenant.

THEREFORE, Where the address for the landlord inserted above is not in England and Wales you must insert, in the clause below, an alternative address for the landlord (for purposes of sections 47 and 48 Landlord and Tenant Act 1987), which is in England and Wales.

- 1.4. Alternative ADDRESS for Landlord (if applicable):
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- 1.5. Name(s) of TENANT(S):

- 1.6. ADDRESS of PREMISES to be LET:

- 1.7. EXCLUSIONS from the Let premises:

Any loft, garage, shed or outbuilding unless specifically agreed otherwise in "special or additional clauses"

- 1.8. Initial TERM of the tenancy will be:

COMMENCEMENT date; from and including: **12:00 noon on _____**

EXPIRY date; to and including: **12:00 noon on _____**

- 1.9. RENT: _____ per calendar month.

Rent is payable quarterly in advance and is due upon the first day of each quarter and the first payment (or proportionate part) is to be made one month in advance of the start date of this agreement.

- 1.10. Payment of rent (and bills package if applicable) is to be made by standing order as specified above into the landlord's or his agent's bank account:

Bank: Barclays Bank Plc.

Account Name: Leydon Letting Agents Client Monies Account

Account Number: 23943984

Sort Code: 20-17-92

Reference: tenant's **initial** and **surname** followed by _____

- 1.11. A security DEPOSIT of **£0.00** is to be paid on or before the signing of this agreement.

- 1.12. And any interest earned WILL NOT belong to the tenant.

2. TENANT'S OBLIGATIONS

PLEASE NOTE: These are the things that the tenant agrees to do or not to do. It is important for the tenant to understand what he must or must not do. If the tenant breaks, or does not comply with any of these obligations, the landlord may be entitled to claim damages or compensation from the tenants, or to seek other legal remedies against the tenant, including the possibility of eviction.

The tenant(s) agree(s) to the following:

GENERAL LIABILITIES, SERVICES AND UTILITIES

- 2.1. To provide a credit worthy guarantor based in England, Wales or Northern Ireland prior to the signing of this tenancy agreement or within the time frame specified by the landlord or his agent in writing, unless specifically agreed otherwise in writing. Failure to provide such guarantor will be a breach of this tenancy agreement.
- 2.1. To provide relevant documentation in accordance with the Right to Rent regulations. Original documentation must be presented and the landlord or his agent permitted to make copies which will be retained for a minimum period of six years. Acceptable documentation are passports including any endorsements (e.g. work visa or Certificate of Entitlement to the right of abode in the UK), biometric residence permits and any other relevant documentation.
- 2.2. As joint and several tenants to be responsible and liable for all obligations under this agreement.
- 2.3. To pay the rent, whether formally demanded or not, and all other sums due to the landlord or his agent on time. Payment by other person on behalf of the tenants will be considered as if payments from the tenants. The landlord reserves the right to charge interest (calculated from day to day) at 4% over the Bank of England base rate on late payments and the landlord may recover the interest as though it were rent.
- 2.4. To pay £12.00 for each regular payment made other than by standing order. First payments can be made in any way without cost (credit card payments will incur a 2.5% handling fee).
- 2.5. To pay £35.00 for each occasion a standing order or direct debit or other payment method is not paid into the landlord's or his agent's bank account by the due date.
- 2.6. To pay £15.00 for each reminder of late payment, howsoever communicated. Such reminders will not exceed one every seven days from the due date of payment.
- 2.7. To pay £20.00 for each reminder for information where more than three requests have been issued over a three week period, but such information has not been received. After three weeks each and every reminder will attract a fee of £20.00 with no more than one reminder chargeable every seven days.
- 2.8. To pay any overseas bank transfer fees or any other bank fees incurred by the tenant and or the landlord or his agent in receiving payment from or making payment to the tenant.
- 2.9. To occupy the premises as the tenant's only or principal home.
- 2.10. To be held liable for the fair net costs involved in carrying out repair and maintenance to the premises or its fixtures or fittings where such action is required as a result of negligence, or significant breach of the agreement, or misuse, by the tenant or his invited guests or visitors.
- 2.11. To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the tenancy in respect of the premises or, if the landlord pays it, to reimburse the landlord.
- 2.12. To be responsible for the payment of all associated charges in respect of the use and supply at the premises during the tenancy of any telephone service, internet service, of electricity, gas, oil and any other relevant fuels, water and environmental services etc.
- 2.13. To permit the landlord or his agent to provide water, gas and electricity providers of the property and the local authority for purposes of council tax, with the tenant's name(s), forwarding address(es), contact number(s) and date of birth(s) (where applicable) and tenancy start date and end dates.
- 2.14. Where the premises are served by a septic tank or cesspit, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.
- 2.15. To notify, at commencement of the tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of the tenant's liability for their charges and to have all such accounts transferred into the tenant's name for the duration of the tenancy.
- 2.16. Where the tenant allows, either by default of payment or by specific instruction or failure to provide relevant parties with correspondence, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those

- services.
- 2.17. Upon receipt of any notice or direction or other from a competent authority affecting or likely to affect the property, immediately deliver to the landlord or his agent (unless agreed otherwise) a copy of such notice, direction or other and this to include post addressed to the owner and/or landlord and/or agent. Tenants are normally contractually responsible for the consequence of failing to forward or advise the Landlord of the existence of such notices.
- 2.18. Not to tamper, interfere with, alter or add to the gas, water or electrical installation or meters, either in or serving the premises.
- 2.19. Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior written consent of the landlord or his agent which will not be unreasonably withheld. The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.20. Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior written consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with full details of the new supplier and account numbers, etc. The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.21. Not to change or transfer any existing telephone number at the premises without the prior written consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with the details of the new number and at the request of the landlord, pay the telephone companies reasonable standard costs of storing the landlord's number for re-use at the end of the tenancy.
- 2.22. Where the tenant brings into the premises any gas appliance(s), to obtain the landlord's or his agent's written consent and ensure such appliances are safe to use and are properly connected to the appropriate pipework in the premises by a suitably qualified Gas Safe engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the premises.
- 2.23. Where the tenant is notified prior to commencement of the tenancy, in writing or by the provision of copy documents, of any agreements or restrictions contained in any superior or head lease affecting the premises which may bind the landlord (and his tenant) in the uses of occupation of the premises, not to break such agreements or restrictions.
- 2.24. Not to use the premises, or knowingly allow it to be used, for illegal or immoral purposes including the use of any illegal drugs which are or become prohibited or restricted by statute.
- 2.25. For the duration of the tenancy, to pay the appropriate terrestrial television license fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the premises.
- 2.26. To use the premises only as a single private residence for the occupation of the tenant(s) and not to carry on any formal or registered trade, business or profession there.
- 2.27. Not to sublet, take in lodgers or paying guests without the landlord or his agent's prior written consent. The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent given.
- 2.28. Not to assign the tenancy or the premises or any part of it without the landlord's or his agent's prior written consent, which will not be unreasonably withheld. The tenant will be liable for the reasonable fees and expenses incurred by the landlord in arranging any assignment granted.
- 2.29. That the tenant, his estate or any guarantor remain liable for the obligations of this tenancy irrespective of any illness, whether physical or psychological, during the tenancy, and if the tenant(s) is (are) a student, whether or not in receipt of a student loan. Following the death of one or more of the tenants the remaining tenants remain liable for the obligations of this tenancy and no provision is made for alternative accommodation in the event a tenant feels unable to remain in a property following the death of a housemate.
- 2.30. To pay ten times the stated rent where the tenant(s) remains, without the landlord's or his agents written permission, on the premises after the expiration of any Section 21 notice.
- 2.31. As quickly as is practical after receipt, to send to the landlord or his agent any formal or legal notice or orders or other similar document delivered to the premises by a third party which relate to, or might significantly affect, the premises, its boundaries or adjacent properties.
- 2.32. To pay, or be liable to pay, the reasonable net costs incurred by the landlord, or his agent or professional advisers, in successfully enforcing or remedying a notable breach of, or significant failure to comply with, the obligation of the tenant under this agreement.

- 2.33. To be liable at any time to reimburse the landlord or his agent any sums which the landlord or his agent is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the landlord or his agent on behalf of the tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the tenant.

SUBLETTING AND GUESTS

- 2.34. Where the landlord's or his agent's consent is granted to allow one or more of the tenants to sublet during any fixed period of the contract, the sublettor (original tenant) is required to pay for any liabilities due for the fixed term of the contract in which the subatee does not pay. The named tenants on this contract remain jointly and severally liable for all the liabilities of this contract.
- 2.35. Where the landlord's or his agent's consent is granted to allow one or more of the tenants to sublet during any fixed period of the contract, the subatee must pay any liabilities, provide a guarantor, the subatee and their guarantor must pass credit checking and referencing, and sign the sub-let agreement as provided by the landlord or his agent, before being permitted access to the property.
- 2.36. All named tenants will actively contribute to finding a suitable housemate to sublet from any early departing tenant in an attempt to mitigate the early departing tenant's loss. Where the remaining tenants object to such suitable housemate, they may be liable for any consequential loss suffered by the early departing tenant.
- 2.37. To pay for any guests at the rate of 50% above the guide rent and bills recommended for each room which is shared by more than one person not named on the tenancy agreement. Where such guests are retrospectively discovered to have been resident (not merely visitors), but have not paid rent and/or bills then the cost will be added to the original tenants liabilities. In the absence of an earlier notified date the cost will be back dated to the start of the tenancy. Evidence of residency may include tenant statements and letters addressed to non-tenants suspected of being resident as observed by the landlord and others.
- 2.38. Not to let apartments or receive overnight visitors for more than two consecutive nights in any one week between the hours of 01:00am and 09:00am without prior written permission from the landlord or his agent. The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent given.
- 2.39. Not to invite or permit guests to become resident, nor cause overcrowding and in so doing cause a breach of planning law, nor permit guests to remain in the property in the tenants absence.
- 2.40. To communicate with all named tenants any notice or announcement from the landlord or his agent or otherwise. All named tenants are deemed to know any information communicated to any one named tenant.
- 2.41. Where the landlord or his agent is induced to enter into this agreement upon the promise of the subsequent provision of any document or information or payment, to provide such documentation or information or payment within a reasonable time or as agreed with the landlord or his agent. Access to the house will be prohibited and keys withheld until such document or information or payment or other is received by the landlord or his agent. Any permission to provide such subsequent information or funds must be obtained prior to signing this agreement from the landlord or his agent in writing.
- 2.42. Not to smoke or permit guests or visitors to smoke within the house at all, including the garden if to do so would be likely to cause discomfort or danger to the health and safety of others, nevertheless cigars or pipes or cigarettes must be extinguished safely and disposed of responsibly. The tenant will be held liable for the fair net costs involved removing tobacco fumes or stains or otherwise from the premises.
- 2.43. Where a tenant, after signing a contract, vacates prior to the end of the tenancy and as a result of early departure the landlord or his agent is obliged to arrange any new tenancy to mitigate the tenant's loss, to pay an additional administration fee of £200.00. The original tenants nevertheless all remain jointly liable for any loss resulting. Any departing tenant will continue to remain liable until the last day of the fixed term of this tenancy agreement.

INSURANCE (For the avoidance of doubt, the tenant's belongings, furnishing or equipment within the premises are his own and are not covered by any insurance policy maintained by the landlord)

- 2.44. In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the landlord's premises or its contents, to promptly inform the authorities as appropriate and the landlord or his agent as soon as is practicable. Subsequently, the tenant agrees to provide, as soon as is practicable, full written details of the incident in order for the landlord or his agent to assess whether to make a claim on any relevant insurance policy.

- 2.45. Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the premises or its contents.
- 2.46. To reimburse the landlord for any excess sum, up to a maximum of £300.00, payable under the landlord's insurance policy for each and any claim on the landlord's policy resulting from any action or inaction on the part of the tenant, his invited visitors or guests in breach of this agreement.
- 2.47. Not to store belongings in the property before taking up residence so as to minimise risk of break-in and theft. Insurers do not cover possessions stored in a vacant property for a length of time (as specified by the insurer).

LOCKS AND SECURITY

- 2.48. Before leaving the premises empty or unoccupied for any continuous period in excess of 14 days, to notify the landlord or his agent in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirement or conditions relating to the security or safety of the premises and its contents whilst being left empty or unoccupied.
- 2.49. Not to change any burglar alarm codes (where present) without the prior written consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the landlord or his agent with the relevant new code.
- 2.50. Not to change, alter, add to or otherwise damage any locks or bolts on the premises (except in the case of any emergency) without the prior written consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the property, to promptly provide the landlord or his agent with appropriate keys.
- 2.51. If any lock or bolt is installed or changed on or in the premises without the prior written consent of the landlord or his agent, to remove them if so required by the landlord or his agent and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.
- 2.52. To take adequate precautions to keep the premises, including its external doors and windows, locked and secured, and any burglar alarm set when the premises are empty. This includes locking bedroom doors when absent from the property, where a key is provided. The tenant must test and report any defective key(s) immediately - ideally within office hours to avoid costly out of hours call-outs. Where the landlord or his agent visit the property (e.g. viewings or inspections), all bedroom doors will be locked before leaving the property (whether left unlocked or not – this is important to avoid allegations of damage or theft consequential to leaving rooms unlocked). Where the tenant fails to retain keys to enable entry or re-entry, the tenant will be responsible for any resulting loss or cost.
- 2.53. Not to allow uninvited visitors access to the property by any means, nor allow any person not named on this agreement access to household keys or other property belonging to the household, nor write anything on any key tag particularly where this could identify the property address and thus compromise the security of the property.
- 2.54. To pay or be liable to pay the costs associated with the tenant(s) loss or misplacement of keys requiring the landlord or his agent to provide access, replacement keys or locksmith's call out costs. Where the tenant forces entry by any means including forcing or breaking doors or windows, the tenant(s) will be liable for the full cost and associated costs of repair and/or replacement. Where the tenant forces entry by any means including forcing or breaking doors or windows, the tenant(s) will be liable for the full cost and associated costs of repair and/or replacement.
- 2.55. During the tenancy, to take such reasonable precautions expected of a householder to keep the premises free of infestation by vermin, rodents, animal fleas, mites or otherwise. Where such infestation occurs as the result of action or inaction on behalf of the tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.
- 2.56. Not to reverse a vehicle onto the driveway where rear exhaust fumes could cause injury or death to residents in adjacent bedrooms with windows open, nor to drive a vehicle in such a manner likely to cause damage to the property.
- 2.57. Not to leave taps or showers running unattended so as to cause, or potentially cause, a flood, premature damage to shower units or waste of energy or water.
- 2.58. To close doors to bedrooms when not in use for access to prevent the spread of fire, smoke, odour or sound into common areas.
- 2.59. Not to leave gas on unignited so as to cause, or potentially cause, a gas explosion. Further, in such event the tenant will not turn on any light switch until after the house has been ventilated following the build-up of such gas.

- 2.60. Not to leave a hob gas ignited and unattended, e.g. whilst answering a phone, and not leave inflammatory material (e.g. newspaper or recipes), sufficiently close to sources of flame so as to cause, or potentially cause, a fire.
- 2.61. Not to use any lighted candles or naked flames nor any alternative means of light or heat or cooling or cooking, other than that specifically provided by the landlord or his agent, within any part of the property at any time or season. Nevertheless safe use of matches or cigarette lighters is permitted for the sole purpose of lighting cookers or gas central heating.
- 2.62. Not to commit any act of aggression or violence nor cause apprehension of violence nor intimidation toward any other resident, visitor or neighbour or other person within the locality, nor enter the room of another resident without the tenant's, landlord's or his agent's express written permission.
- 2.63. Upon arrival at the property or following a period of absence, to flush all toilets and run taps and showers for twenty minutes, preferably before turning heating or hot water on, in order to flush away possible trances of legionella, which can occur in standing water while a property is unoccupied. This is for the tenant's safety.

GARDEN

- 2.64. Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the landlord's or his agent's prior written consent.
- 2.65. To cut the grass (if any) of the premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio area (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at commencement of the tenancy.

USE OF THE PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER

These clauses should not be taken as an exhaustive list.

- 2.66. To take reasonable and proper care in the use of the premises, its fixtures and fittings and not to deliberately damage or alter the premises its décor, fixtures and fittings either internally or externally.
- 2.67. At least once every nine-months of the tenancy to have any working chimneys, made use of by the tenant, swept by an appropriate person and retain a suitable record, receipt or invoice to demonstrate compliance with this clause. Nevertheless the tenant agrees to obtain the landlord's or his agent's prior written consent before using any fireplace, which may be blocked.
- 2.68. To clean or have cleaned both internally and externally all reasonably accessible windows of the premises as necessary during the tenancy, and within one month prior to the end of the tenancy.
- 2.69. Where the tenant, his invited guests or visitors are responsible, by any action, for any cracked or broken windows or door glass on the premises, to promptly repair or replace such glass to the required specification and be liable for the costs involved.
- 2.70. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system. Specifically, chain linking extension leads is not permitted.
- 2.71. To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses, etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.
- 2.72. To test at weekly intervals any mains and/or battery operated smoke, heat and carbon monoxide alarms fitted in the premises and replace any battery in an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the landlord or his agent.
- 2.73. To be responsible for unblocking or cleaning stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with the tenant's waste, or as a result of the actions or inactions of the tenant (or his invited visitors or guests) in breach of obligations under this agreement.
- 2.74. To maintain the household to an acceptable level of cleanliness including, washing up dishes and worktops after use and not leaving them dirty overnight, regularly vacuuming, regularly cleaning sanitary ware and floors, cleaning and tidying common areas including hallways, disposing of rubbish appropriately and emptying bins.

THE PREMISES, ITS FIXTURES AND FITTINGS

- 2.75. Not alter the appearance or decoration or structure of the premises or its fixtures or fittings either

- internally or externally without first obtaining the prior written consent of the landlord or his agent. Such consent will not be unreasonably withheld.
- 2.76. To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the premises.
 - 2.77. To notify the landlord or his agent immediately or as soon as is practicable of any defect, damage or disrepair which develops or occurs at the premises which might be, or might reasonably be expected to become, a hazard endangering life or limb or to the fabric of the premises itself. The tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate danger or damage.
 - 2.78. Not to tamper or in any way interfere with any safety equipment, nor electric light, nor electric socket, nor plumbing, nor heating, nor notices, nor exit-signs, nor devices including fire extinguishers, fire blankets and smoke alarms. The tenant agrees to notify the landlord or his agent, and not conceal any damage or damaged fire prevention or fire-fighting equipment.
 - 2.79. Not to keep on, or bring into the premises, any inflammable or other material or equipment (apart from the properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.
 - 2.80. To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but in particular between and including the months of November to February, to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings by leaving the heating on at an appropriately low setting (minimum 13 degrees) even during absence.
 - 2.81. Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the premises (either externally or internally) without first obtaining the prior written consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where granted, the tenant will meet all costs of installation and subsequent removal as well as the reasonable costs of making good any resultant damage or redecoration if so required by the landlord. The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
 - 2.82. Not to do or permit to be done anything at the premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour. Such nuisance will include, but not exclusively, locking household items in bedrooms, repeated requests to borrow money or possessions, intimidation, bullying of tenants by either male or female domination of space or speech, uninvited sexual advances, sexual harassment, threatening words or actions, offensive language, statements or words likely to intimidate or cause fear of rape or violence, fear for personal safety, uninvited or unwanted noise which can be heard by others behind a closed door. Such noise will include, but not exclusively, unacceptably loud music, television, swearing, laughing, shouting, banging, door closing, stationary car with running engine.
 - 2.83. Not to remove from the premises any of the landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior written consent of the landlord or his agent.
 - 2.84. Not to fix or hang, any posters, pictures, photographs or ornaments, to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and taking care to avoid puncturing cables or pipes embedded and to make good at the end of the tenancy, or be liable for the fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.
 - 2.85. Not to store or keep on the premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the landlord or his agent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) Such consent will not be unreasonably withheld. The landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
 - 2.86. Not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle of which the tenant is the registered keeper.
 - 2.87. To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required for time to time to stop the build-up of mould growth or damage to the premises, its fixtures and fittings.
 - 2.88. Not to allow rubbish to accumulate in the house or garden or outbuildings or any other area of the property.

- 2.89. To recycle rubbish responsibly in accordance with the City Council's guidelines as provided by the council on their website or by contacting them.
- 2.90. To safeguard wheelie bins or other receptacles provided by the council for disposal of waste and to replace at the tenant's own cost any wheelie bin or receptacle lost or stolen, irrespective of blame.
- 2.91. Not to allow vacuum cleaners to become blocked by any object or by hair or otherwise. The tenant agrees to purchase appropriate vacuum bags and clean any filters and unblock any tube or hose at the tenants own cost.
- 2.92. To regularly clean filters in dishwashers, washing machines, dryers, etc. and to use powders, liquids, tablets, dishwasher salts and rinse aids appropriate to the machine and the tenant will be liable for the fair costs of any repairs or replacement necessary as a result of misuse or negligence.
- 2.93. Where some, but not all the tenants continue in the same property for a further tenancy and incorporate new tenants, then the continuing tenants agree to be responsible for ensuring the house is acceptably clean both to the landlord or his agent and to any new tenants prior to and upon the arrival of new tenants.
- 2.94. Not to light any fire in any open fireplace within the premises, whether functioning or not, without the landlord's or his agent's written permission, which will not be unreasonably withheld.
- 2.95. Where the tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the premises set out under this agreement, the tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or actions within a maximum of four weeks, or within any alternative timescale agreed with the landlord or his agent, or earlier if urgency requires it, of being asked in writing to do so by the landlord or his agent. After that time the landlord or his agent may notify the tenant that the landlord is arranging for the work to be done and in such circumstances the tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

ACCESS AND INSPECTION

- 2.96. During the last two months of the tenancy, upon a minimum of 24 hours prior written notification, to permit the premises to be viewed during working hours and or at other reasonable times including at weekends by prospective tenants or purchasers who are authorised to do so by the landlord or his appointed agent. Except where mutually agreed otherwise with the tenant, the landlord or his authorised agent or representative will accompany any viewing appointments.
- 2.97. To ensure the property is clean and tidy prior to and during viewings by prospective tenants in order to present the property in the best condition and not leave valuables precariously balanced during viewings or in a manner likely to result in damage or injury to persons or property or item.
- 2.98. During the last two months of the tenancy to permit, at the discretion of the landlord or his agent, a For Sale or To Let board to be displayed on the premises.
- 2.99. To allow the landlord or his agent to permanently display a "Let by" sign in one prominent window at the front of the house and such sign not to exceed 30cm by 30cm in size.
- 2.100. In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the landlord's premises in order to carry out any work required to the premises or their neighbouring property under the Party Wall etc. Act 1996.
- 2.101. To permit the landlord or his agent or authorised workman, from time to time upon a minimum of 24 hours prior written notification (except in the case of emergency), to enter the premises during working hours and or at other reasonable times including at weekends, to inspect the premises, its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.
- 2.102. To permit the landlord or his agent, upon a minimum of 24 hours written notification, to conduct quarterly inspections of the premises, including all bedrooms.

AT THE END OF THE TENANCY

- 2.103. To clean to (or pay for the cleaning to) a professional standard, the premises, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the tenancy. To provide, upon request, receipts or evidence to the landlord or his agent to demonstrate compliance with this clause.
- 2.104. To remove all the tenant's refuse and rubbish from within and without the premises and where

- appropriate, make arrangements with the local authority or other for its prompt removal at the expense of the tenant. Where the landlord or his agent provides permission for refuse and rubbish to remain at the premises following the tenants' departure, the tenant(s) will ensure it is stored outside in proper receptacles, as directed by the City Council, for removal.
- 2.105. To return all keys to the premises (including any new or additional or duplicate keys cut during the tenancy) to the landlord or his agent promptly by 12.00pm on the last day of the tenancy.
 - 2.106. Having carefully replaced the landlord's items in the same areas of the premises (as far as is practicable) without damage as at the commencement of the tenancy, to co-operate in the checking of any inventory and or schedule of condition and to pay, or be liable to pay, for any previously agreed costs involved in the checking of any Inventory and or Schedule of Condition.
 - 2.107. To remove all the tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the premises on, or before, the last day of the tenancy.
 - 2.108. Any of the tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment left behind at the premises will be considered abandoned if, after the end of the tenancy and after the expiry of 14 days written notice sent, addressed to the tenant, to the single address required to be provided by the tenant in accordance with the terms of this agreement or, in the absence of such an address, to the address of the premises provided in the tenant's application form, the tenant has not removed or retrieved them. After this time the landlord or his agent, may remove, store or dispose of any such items as he sees fit. The tenant will remain liable for the fair costs of arranging such removal, storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and any surplus costs after such deduction will remain the liability of the tenant.
 - 2.109. Where such items belonging to the tenant described in the clauses above are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or unreasonably inconvenience the landlord or other persons immediate ability to comfortably occupy or make use of, or relet, or sell the premises, or any part of the premises, the landlord reserves the right to charge the tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by the tenant, or in line with the previous clause.
 - 2.110. To re-direct the tenant's post from the date of vacating the property.
 - 2.111. To promptly provide as soon as is practicable just before or immediately at the end of the tenancy, a forwarding or correspondence address to the landlord or his agent; for ease of administration and communication between the parties, including the processes involved in the return of the deposit (if any).

3. LANDLORD'S OBLIGATIONS

PLEASE NOTE: These are the things that the landlord agrees to do or not to do. If the landlord breaks or does not comply with any of his obligations in this agreement or any of his statutory obligations, the tenant may be entitled to claim damages or compensation from the landlord, or to seek other legal remedies against the landlord.

The landlord agrees to the following:

- 3.1. To keep the premises and the landlord's contents (if any) insured for such sums and on such terms as the landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the landlord considers necessary from time to time.
- 3.2. Not to interrupt or interfere with the tenant's lawful occupation, enjoyment or use of the premises other than in an emergency or in the normal and lawful process of exercising or implementing the landlord's right and obligations under this agreement and having provided at least a minimum of 24 hours prior written notification.
- 3.3. To comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations under this clause, regard shall be given to the age, character and prospective life of the premises and the locality in which it is situated.
- 3.4. Where the landlord supplies a working burglar alarm with the premises at commencement of the tenancy; to keep it in working order and repair, but only where such a repair is not caused by negligence or misuse by the tenant, his invited guests or visitors.
- 3.5. To take reasonable steps to ensure that the landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the landlords obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc. (Safety) Regulations 1994. Notwithstanding, the landlord accepts no responsibility, and any compensation remains at the landlord's discretion, as regards any loss so arising whilst appliances or services are temporarily malfunctioning, howsoever caused (e.g. failure of gas, electricity, lighting, heating, hot or cold water, drainage, fridge, freezer, cooker, oven, hob, hood, washing machine, dryer, dishwasher, dryer, vacuum cleaner, telephone or internet or internet connection speed, doorbell or the like).
- 3.6. The landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to sign this agreement have been obtained.
- 3.7. Where the landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an agent to whom the rent due under this agreement shall be paid. If the landlord fails to appoint such a representative or agent the landlord agrees that the tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident landlords.
- 3.8. To return to the tenant any rent payable for any period while the property is rendered uninhabitable by fire or other risk for which the landlord has agreed to insure, except where such damage may have been caused or enabled by the tenant(s) actions or inactions; the amount in case of dispute to be settled by arbitration in accordance with Part 1 of the Arbitration Act 1996.
- 3.9. To provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the tenant(s).

4. THE DEPOSIT (if any)

HOW THE SECURITY DEPOSIT WILL BE DEALT WITH

The deposit will be paid by the tenant(s). The deposit will be paid to the landlord's agent, Leydon Lettings Agency, 49-50 Castle Street, Canterbury, Kent, CT1 2PY, email: info@leydonlettings.co.uk, phone: 01227 713913.

The deposit is not transferrable by the tenant in any way.

The deposit will be protected by **The Deposit Protection Service (DPS), The Pavilions, Bridgewater Road, Bristol, BS99 6AA, telephone: 0330 303 0030** in accordance with the terms and conditions of The DPS. The terms and conditions and Alternative Dispute Resolution (ADR) rules governing the protection of the deposit, including repayment process, can be found at <http://www.depositprotection.com/>.

Any deposit will be carried forward to act as security for any additional or extended tenancy agreement and will be subject to the same terms as that of the original agreement in the absence of any written agreed alteration or subject to law.

The deposit of **£0.00** will be held as security for and in respect of, the performance by the tenant of all the obligations of the tenant in this agreement including those set out in this section; to pay for or be used for:

- 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 reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the tenancy.
- 4.2. The fair costs incurred in compensating the landlord for, or for rectifying or remedying any meaningful breach by the tenant of his obligations under this agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 4.3. Any sum which is or becomes repayable by the landlord or his agent to the local authority with regard to Housing Benefit which has previously been paid directly to the landlord or his agent relating to the tenant named in this agreement.
- 4.4. Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- 4.5. Any rent or other money lawfully due or payable by the tenant under this agreement or which the tenant has been made aware and which remains unpaid after the end of the tenancy.

DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY

- 4.6. After the end of the tenancy no deductions shall be made from the deposit unless, or until, the reason for the nature of the deductions have been notified in writing to the tenant. Such correspondence will be sent, addressed to the tenant, to the single address required to be provided by the tenant in accordance with this agreement or, in the absence of such an address, to the address of the premises subject to this tenancy.
- 4.7. Subject to the **The Deposit Protection Service (DPS)** rules the deposit (or appropriate balance) will be returned as soon as is reasonably practicable once, keys have been returned and vacant possession has been obtained following the final day of the tenancy; after the deduction of any sums or money (if any), in accordance with this section entitled "The Deposit", which are due to the landlord arising from the tenant's breach of, or failure to comply with, the tenant's obligations under this agreement.
- 4.8. The deposit (or appropriate balance) will be returned to the tenant by the Deposit Protection Service and where the tenant comprises more than one person, the deposit (or appropriate balance), may be returned to any one of them individually for and on behalf of all tenants.
- 4.9. If monies lawfully due to the landlord under this agreement are more than the deposit held, the tenant will be liable to pay any excess to the landlord without 14 days of written demand.

5. GENERAL

ALL PARTIES TO THIS AGREEMENT SHOULD READ THESE CLAUSES

Re-instatement of property rendered uninhabitable

- 5.1. The landlord's repairing obligations referred to in clause 3.3 shall not be construed as requiring the landlord to (a) carry out works or repairs for which the tenant is liable by virtue of his duty to use the premises in a tenant-like manner; (b) to rebuild or reinstate the premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident; or (c) to keep in repair or maintain anything which the tenant is entitled to remove from the premises.
- 5.2. The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.
- 5.3. This agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decides that some part of the agreement is invalid or unenforceable the rest of the agreement will still be valid and binding on all parties.

Service of Notices etc. by the Landlord or Agent

In accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the landlord or his agent delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this agreement or any Act of Parliament, to the premises (or the last known address of the tenant if different) by hand or sends it by recorded or registered delivery or by first class post, addressed to the tenant then the tenant will be treated as though they have received it.

- 5.4. Notices (including notices of proceedings) will be served by the landlord or his agent upon the tenant at or at such other address as shall be provided by the tenant(s) to the landlord or his agent in writing.

Surrender of the Tenancy by the Tenant

- 5.5. Strictly with the landlord's or his agents prior written consent and subject to certain conditions that may include the landlord's reasonable costs associated with the re-letting of the premises, the tenant might be allowed to surrender or give up this tenancy before it could otherwise lawfully be ended.

Stamp Duty Land Tax

- 5.6. The tenant will be responsible for assessing their liability, if any and at any time, for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to the Inland Revenue.

FORFEITURE – RIGHT OF RE-ENTRY

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

The law (Protection from Eviction Act 1977) gives tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a landlord's right, except in certain circumstances, to evict from, or prevent a tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For the landlord to commence legal proceedings to repossess the premises based on a breach of the tenancy (where the tenant had failed to remedy the breach in good 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 clause, sometimes referred to as a Right of Re-enty. The below is such a clause:

For the avoidance of doubt: In order to exercise his legal rights under the following clause, a landlord will first need to obtain a court order.

- 5.7. If at any time the rent, or part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the tenant's part is not complied with, or if any of the circumstances mentioned in the following Grounds:

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 eight weeks rent unpaid where rent is payable weekly or fortnightly; (b) at least two months' rent is unpaid if rent is payable monthly; (c) at least one quarters rent is more than three months in arrears if rent is payable quarterly; (c) at least three months' rent is more than three months in arrears if rent is payable yearly), as set out in Part I of Schedule 2 to the Housing Act 1998 (as amended by the Housing Act 1996) or, Ground 10. (that both at the time or 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 a history of persistently being behind with rent),

Ground 12. (that the tenant has broken one or more of his obligations under the tenancy agreement),

Ground 13. (that the condition of the premises 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 premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the premises),

Ground 15. (that the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the premises),

Ground 17. (that the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation),

As set out in Part II of Schedule to the Housing Act 1988 (as amended by the Housing Act 1996) shall arise, then the landlord may re-enter the property and the tenancy shall be terminated. 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.

- 5.8. Where the tenant, by his action or inaction, breaches the tenant's obligation under this agreement, resulting in eviction, the tenant will remain liable for rent and or bills until the end of the fixed term of this tenancy agreement or until a new tenancy is in place.

6. DATA PROTECTION & CONFIDENTIALITY

- 6.1. Letting agents may share details about the performance of obligations under this agreement by the landlord and tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decision; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 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.

7. SIGNATURES of the PARTIES

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.

The terms and conditions of this agreement include those special or additional clauses (if any) set out overleaf.

SIGNED by, or for and on behalf of, the **LANDLORD(s)**

(name) _____

WITNESS signature _____ DATE _____

WITNESS name and address _____

SIGNED by, or for and on behalf of, the **TENANT(s)**:

(name) _____ SIGNED First TENANT

(name) _____ SIGNED Second TENANT

(name) _____ SIGNED Third TENANT

(name) _____ SIGNED Fourth TENANT

(name) _____ SIGNED Fifth TENANT

(name) _____ SIGNED Sixth TENANT

WITNESS signature _____ DATE _____

On behalf of Leydon Lettings Agency, 49-50 Castle Street, Canterbury, Kent, CT1 2PY

8. SPECIAL or ADDITIONAL CLAUSES negotiated between the parties

- 8.1. **CONDITIONAL AUTHORITY to DIVULGE CONFIDENTIAL INFORMATION:** To permit the landlord or his agent to obtain or divulge any information appertaining to this or other tenancy or residence and this to include, any reference, guarantor , credit reference, lender, bank, work place, landlord, letting agent, confidential DSS information, HM Revenue and Customs, benefit information, police report, school and/or college and/or university information, Student Finance, or other or otherwise of anyone named on this tenancy agreement, but only where this is relevant to my tenancy agreement or to the recovery or prevention of arrears thereto.
- 8.2. **PET(S):** Not to keep or harbour any pet(s) on the premises, including the garden, without the landlord's or his agent's written permission, which will not be unreasonably withheld.
- 8.3. **RE-BOOKING for STUDENT TENANTS:** To provide the landlord or his agent with adequate notice of the tenants' intention to remain for a further period after the end of the fixed term of this contract. Student tenants should inform the landlord or his agent of their intention or their wish to so reside by 01 October of any academic year. In the absence of such notice the landlord or his agent may relet the property to others. There is, in any event, no obligation upon the landlord or his agent to let the house to the tenants beyond the fixed term of the contract.
- 8.4. **VIEWINGS for STUDENT TENANTS:** Notwithstanding clause 2.96, the tenant agrees that during the months of November to February of the contract term, upon a minimum of 24 hours prior written notification, to permit the premises to be viewed during working hours and or at other reasonable times including at weekends by prospective tenants who are authorised to do so by the landlord or his appointed agent. Except where mutually agreed otherwise with the tenant, the landlord or his authorised agent or representative will accompany these viewing appointments.
- 8.5. **TO LET BOARDS:** Notwithstanding clause 2.98, the tenant permits the landlord or his agent to display a To Let board at the premises during the months of November to February of the contract term.
- 8.6. **MOVE in DATES:** The tenant(s) agrees to provide an intended move in date at least one month in advance of the intended move in date. The landlord agrees to ensure the property is cleaned in advance of the move in date of the first tenant, as provided by the tenant(s). Where less than one month's notice is provided, the property may not be ready for occupation causing the move in date to be delayed. The tenant(s) may not comment upon the condition of the property in advance of the move in date provided to the landlord or his agent by the tenant(s).
- 8.7. **STORAGE:** The tenant(s) agrees not to store possessions in the property during the first two months of the tenancy where the tenant(s) is (are) not resident in order to prevent invalidation of any insurance and increased risk of burglary.