

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

This document contains the terms of the Tenancy of:

<<Propery_Address_H>>
("the Premises").

It sets out the promises made by the Landlord and the Tenant to each other. Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this tenancy agreement ("the Agreement"). Once signed and dated this Agreement will be legally binding and may be enforced by a court in England and Wales.

The Landlord and the Tenant should ensure that the Tenancy Agreement does not contain terms that either party does not agree; and contains everything both parties want to form part of the Agreement.

If the Tenant is unsure of any obligations, then advice should be taken from the Citizens Advice Bureau ("CAB") or a Solicitor.

The Tenant is advised to obtain confirmation in writing when consent is given to carry out any action under this Agreement.

- 1.8. **"Inventory and Schedule of Condition"** means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or inventory clerk which includes the Fixtures and Fittings and given to the Tenant at the start of the Tenancy;
- 1.9. **"Term" or "Tenancy"** means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term;
- 1.10. **"Deposit"** means the money paid by the Tenant or a third party and held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the obligations specified in the Tenancy Agreement;
- 1.11. **"Stakeholder"** means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties;
- 1.12. **"TDS"** means the Tenancy Deposit Scheme operated by The Dispute Service Limited whose details are shown in the Tenancy Agreement;
- 1.13. **"Relevant Person"** in the Prescribed Information means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent, other third party or the guarantor;
- 1.14. **"Permitted Occupier", "Occupier" or "Licensee"** means any person permitted by the Landlord to live in the Premises but not named as the Tenant in the Tenancy Agreement. That person will be bound by all the obligations of the Tenancy Agreement but will have no rights as the Tenant and will not be liable to pay rent;
- 1.15. **"Compensate the Landlord in Damages for his loss"** means that where the Landlord is seeking compensation from the Tenant for any damage, replacement article, making good, cleaning etc the Landlord is entitled to the financial compensation but is not obliged to make the repair or make good or replace the broken or missing article.
- 1.16. **"Emergency"** means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained therein.
- 1.17. References to the singular include the plural and references to the masculine include the feminine;
- 1.18. The Landlord and the Tenant agree that the laws of England and Wales shall apply to this Agreement;
- 1.19. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.

2. **Grounds for Possession - Housing Act 1988**

The full text of all the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause (clause 1 schedule 3) can be obtained from the Agent upon written request;

2.1. **Owner Occupier: Ground 1 (if applicable)**

The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlords at least one of them, occupied the Premises as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as his or his spouse's only or principal home.

2.2. **Mortgagee: Ground 2 (if applicable)**

The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Premises is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage

or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so.

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

It is agreed as follows:

3. The Landlord and the Tenant agree to the letting of the Premises for the Term and at the Rent payable as set out below upon the following terms:
 - 3.1. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement;
 - 3.2. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement;
 - 3.3. The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in Schedule 3 to this Agreement;
 - 3.4. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement;
 - 3.5. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement; [DELETE if Schedule 5 not being used].

The Main Terms of the Tenancy

4. **Term of Tenancy.**
The Landlord lets to the Tenant the Premises for a period of <<Tenancy_Term_Words>> ("the Term"). The Tenancy shall start on and include <<Tenancy_Start_Date>> ("the Start Date") and shall end on and include <<Tenancy_End_Date>> ("the End Date") but subject to clauses xx of schedule 5 (insert break clause number if applicable or delete the wording).
5. **The Rent.**
The Tenant shall pay to the Landlord or the Agent £<<Rent_Amount_PM>> (<<Rent_Amount_PM_Words>>) per calendar month ("the Rent") payable in advance and exclusive of council tax, utilities and water charges. The first payment shall be made on or before <<Tenancy_Start_Date>> to Kinleigh Folkard & Hayward <<Deal_Office_AddressH>> (hereinafter referred to as "Agent"). Thereafter, the sum of £<<Rent_Amount_PM>> (<<Rent_Amount_PM_Words>>) shall be paid in advance by direct debit on the <<Rent_Demand_Next_Due>> day of each calendar month throughout the remainder of the Term.
6. **The Deposit.**
 - 6.1. The Tenant [or (insert full name of Relevant Person with full name and address) ("the Relevant Person")] shall pay to the Agent £<<Deposit_Amount>> (<<Deposit_Amount_Words>>) on the signing of this Agreement as a Deposit which

shall be held by the Agent as Stakeholder. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent shall return the Deposit to the Tenant [or the Relevant Person] subject to the possible deductions set out in Schedule 4 of this Agreement;

6.2. The Tenant confirms that:-

- a) unless otherwise detailed within the attached Prescribed Information under 'Deposit Provider' the Deposit has been provided by the Tenant and not by another person or party
- b) unless otherwise detailed later in this Agreement the Tenant has the authority to enter into negotiations in order to agree the settlement of the Deposit at the end or sooner determination of the Tenancy.

7. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

8. Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Schedule 1

Obligations of the Tenant

1. General

- 1.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

2. Paying Rent

- 2.1. To pay the Rent by as set out in clause 5 of The Main Terms of the Tenancy detailed above whether or not it has been formally demanded. The Rent shall be paid by the Tenant by direct debit to Lloyds Banking Group, KF&H Lettings Client Account-CML, Sort Code 309897, Account Number 02538217
- 2.2. To pay interest on any payment of Rent not made as set out in clause 5 of The Main Terms of the Tenancy. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.
- 2.3. Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements or stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

3. Further Charges to be paid by the Tenant

- 3.1. To pay the council tax (or any similar charge which replaces it) for the Premise to the local authority, or to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority within 14 days of receiving a written request;
- 3.2. To pay all charges including any proportion of a standing charge for the following services used during the Tenancy:
- gas;
 - water(including sewerage and other environmental services)
 - electricity;
 - any other fuel charges;
 - telecommunications including broadband, ADSL lines, cable and satellite if applicable.
- 3.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:
- recovering or attempting to recover any Rent or other monies in arrears;
 - the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - the service of any Notice relating to any major breach of this Agreement whether court proceedings are brought;
 - any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Premises early apart from according to a break clause;
- 3.4. To pay the television licence regardless of the ownership of the transmission equipment;
- 3.5. To pay to the Landlord the cost of any repairs of the Landlord's mechanical and electrical appliances arising from misuse or negligence by the Tenant, his family, his contractor or his visitors;
- 3.6. To pay any reasonable amount incurred by the Landlord when the Landlord is entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant within seven days of written demand or agree a deduction from the Deposit.

4. The Condition of the Premises: Repair, Maintenance and Cleaning

- 4.1.** To keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
- fair wear and tear;
 - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
 - repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
 - damage covered by the Landlord's insurance policy;
- 4.2.** To inform the Landlord, or the Agent, promptly and in writing when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises and the Fixtures and Fittings;
- 4.3.** To use the Premises in a tenant-like manner and take reasonable care of the Premises including any Fixtures and Fitting and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term.
- 4.4.** To clean the windows regularly and at the end of the Tenancy;
- 4.5.** To clean the chimneys once a year (if applicable) and at the end of the Tenancy provided they were cleaned at the start of the Tenancy;
- 4.6.** To test smoke alarms and carbon monoxide detectors monthly and keep them in good working order by replacing batteries where necessary. The Landlord or the Agent should be informed promptly of any defect, need of repair or maintenance;
- 4.7.** To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence or misuse of a third party, the Tenant, his family, or his visitors;
- 4.8.** To take all reasonable precautions by heating and ventilating to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, condensation and mould growth; if condensation does occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Premises, its Fixtures and Fittings.
- 4.9.** To replace all electric light bulbs, fluorescent tubes, batteries and fuses as and when necessary;
- 4.10.** To take care not to cause an overload of the electrical circuits by the inappropriate use of any appliances or multi-socket electrical adapters or extension cables when connecting appliances the mains electric system;
- 4.11.** To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement.
- 4.12.** To carry out any work or repairs which is the Tenant's responsibility within a reasonable time of is being notified and no later than one month from notification; or authorise the Landlord or the Agent to have the work carried out at the Tenant's expense.
- 4.13.** To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 4.14.** To clear or pay for the clearance of any blockage or over-flow caused by negligence of or misuse by the Tenant his visitors or family in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises;
- 4.15.** To take reasonable precautions to prevent infestation and to pay for the eradication of infestation caused by the negligence, action or lack of action of the Tenant.
- 4.16.** To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with appropriate salt as and when necessary, or as specified in the written instructions for such;
- 4.17.** To notify the Landlord in writing of any repairs required to any communal areas of the building to which the Tenant has access as soon as it comes to the Tenant's attention.

5. Insurance

- 5.1. Not to do or fail to do anything that leads to the policy on the Premises, or Fixtures and Fittings not covering any losses covered by the policy, increase the premium or become void or voidable provided a copy of the relevant sections of the policy has been given to the Tenant at the start of the Tenancy or provided with the Tenancy Agreement;
- 5.2. To compensate the Landlord for any sums paid for any increase in the insurance premium, the excess for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 5.1 of Schedule 1 of this Agreement;
- 5.3. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings and confirm such damage in detail in writing promptly;
- 5.4. To agree the Tenant is warned that the Landlord's policy does not cover his possessions.

6. Access and Inspection

- 6.1. To allow the Landlord, the Agent, any superior landlord, his agent, professional advisers, or authorised contractors to enter the Premises with or without workmen and with all necessary equipment upon giving not less than 24 hours' written notice except in an Emergency. The Tenant is only required to allow access when:
 - 6.1.1. the Tenant has not complied with a written notice under clause 4.12 of Schedule 1 of this Agreement;
 - 6.1.2. the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible;
 - 6.1.3. for inspection or repair of the Premises or any adjoining premises;
 - 6.1.4. the safety check of the gas appliances pipe work and flues;
 - 6.1.5. to carry out the Landlord's obligations under this Agreement and any repairs alterations or additions to the Building of which the Premises forms part;
 - 6.1.6. to take gas, electricity or water meter readings;
 - 6.1.7. to paint the outside or repair of the Premises or the Building of which the Premises forms part;
 - 6.1.8. to comply with statute;
 - 6.1.9. to carry out repairs or alterations to the adjoining premises;
 - 6.1.10. for any purpose mentioned in this Tenancy Agreement or connected with the Landlord's interest in the Premises or any other premises;
- 6.2. To allow the landlord or his Agent to provide the Tenant's contact details including telephone numbers to workmen to arrange access, where applicable.
- 6.3. To indemnify the landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.
- 6.4. To allow the Premises to be viewed at all reasonable times during the penultimate month of the Tenancy during normal working hours, including weekends, by prior appointment and upon giving at least 24 hours' notice in writing (to include emails and text), by any person who is, or is acting on behalf of the Landlord or the Agent, accompanying a prospective purchaser or tenant of the Premises.
- 6.5. To allow the Premises to be viewed at all reasonable times during the final month of the Tenancy in normal working hours, including weekends, by any person who is, or is acting on behalf of the Landlord or the Agent, accompanying a prospective purchaser or tenant of the Premises.
- 6.6. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises.

7. Assignment

- 7.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's or the Agent's prior written consent, which will not be unreasonably withheld.

- 7.2. Not to take in lodgers or paying guests or allow any person other than the person named as the Tenant in this Agreement and his children to reside in the Premises up to a maximum of [insert maximum number] adult occupants and [insert maximum number] or children without written consent, which will not be unreasonably withheld.
- 7.3. Where the Landlord gives consent in line with clauses 7.1 and/or 7.2 of Schedule 1 to pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.

8. Use of the Premises

- 8.1. To use the Premises only as a private residence for the occupation of the Tenant and his immediate family;
- 8.2. Not to register a company, run a business or hold or allow a sale by auction at the Premises;
- 8.3. Not to use the Premises for any illegal or immoral purpose;
- 8.4. Not to use consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law;
- 8.5. Not to use the Premises or allow others to use the Premises in a way which causes noise nuisance, annoyance or damage to the Premises or to any neighbouring, adjoining or adjacent premises including nuisance caused by noise;
- 8.6. Not to decorate, make any alterations, or additions to or in the Premises or puncture walls, timbers or other parts of the Premises without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld; Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.
- 8.7. Not to remove the Fixtures and Fittings in the Premises or to store them in any way or place inside or outside the Premises which could lead to damage or deterioration; and if consent is given to ensure all Fixtures and Fittings are returned to the same place as at the Start Date of the Tenancy as shown in the Inventory and Schedule of Condition;
- 8.8. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld and to pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of this clause;
- 8.9. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use;
- 8.10. Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails, adhesive, or their equivalents but only by using a reasonable number of commercial picture hooks;
- 8.11. Not to barbecue in or on the Premises including any balcony, roof terrace or garden if the Premises is subject to a head lease; or if the Premises is freehold to barbecue only in designated areas as agreed with the Landlord or the Agent;
- 8.12. To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes at the start of the Tenancy and after the Premises has been vacant for any period of seven days or more, to clean all shower heads every three months and not to alter or adjust the temperature setting of any water storage tanks or cylinders
- 8.13. Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Premises or any guest or visitor to smoke tobacco, vape or smoke e cigarettes or any other substance in the Premises or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be liable for or to compensate the Landlord for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever

method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Premises of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Premises and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the Premises;

- 8.14. Not to use any fireplace in the Premises without the prior written consent of the Landlord or Agent; such fireplace(s) is for decorative purposes only.

9. Utilities and Council Tax

- 9.1. To notify the suppliers of gas, water (including sewerage and environmental charges), electricity, other fuel and telephone including broadband cable and satellite services to the Premises and the local authority that the Tenancy has started;
- 9.2. To apply for the accounts for the provision of the above services and the council tax to be put into the name of the Tenant;
- 9.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises including the installation of any pre-payment meter;
- 9.4. Not to change the telephone number without the written consent of the Landlord or the Agent and inform the Landlord, or the Agent, of the new telephone number promptly;
- 9.5. Not to change any utility supplier without the written consent of the Landlord or the Agent; and provide the name, address and account number of the new supplier upon transfer;
- 9.6. To pay or compensate the Landlord for any reasonable costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy;
- 9.7. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with the obligations of the Tenancy Agreement;
- 9.8. To pay all outstanding accounts with utility service providers and the council tax during and at the end of the Tenancy.

10. Animals and Pets

- 10.1. Not to keep any animals or birds (whether domestic or otherwise) in or on the Premises without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

11. Leaving the Premises Empty

- 11.1. To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of twenty-one days or more during the Tenancy;
- 11.2. To comply with any conditions set out in the Landlord's insurance policy for empty Premises, including ensuring adequate heat provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

12. Locks and Alarms

- 12.1. To fasten all locks and bolts on the doors and windows when the Premises is empty and at night and set the burglar alarm (if applicable) when the Premises is vacant;

- 12.2. To pay or compensate the Landlord for any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm (if any);
- 12.3. To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing;
- 12.4. Not to install, change locks or have additional keys cut for the Premises without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency and to ensure that the Landlord or the Agent is provided with any new keys to the Premises.
- 12.5. Not to have any additional keys cut for the locks of the Premises without notifying the Landlord or the Agent of the number of additional keys cut.

13. Garden (if any)

- 13.1. To keep the garden, window boxes, paths patios (if any) weeded, in good order and in the same condition and style as at the commencement of the Tenancy and to cut the grass regularly during the growing season;
- 13.2. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, without the written consent of the Landlord or the Agent which will not be unreasonably withheld;
- 13.3. To allow any person authorised by the Landlord or the Agent if applicable access to the Premises for the purpose of attending to the garden.

14. House Plants (if any)

- 14.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, if the houseplant dies.

15. Car Parking Space

- 15.1. To allow private vehicle(s) only to be parked at the Premises in the space, garage or driveway if applicable allocated to the Premises;
- 15.2. To ensure that any garage, driveway, or parking space is kept free of oil and other fluids and to arrange for, carry out or compensate the Landlord for the removal and cleaning of any spillage caused by a vehicle belonging to the Tenant, his family, contractors or visitors;
- 15.3. To arrange for all vehicles belonging to the Tenant, his family, or any visitors to be removed from the Premises at the end of the Tenancy;
- 15.4. To ensure that no un-roadworthy vehicles are parked at the Premises and that all vehicles are fully taxed.

16. Refuse

- 16.1. To remove or pay for the removal of all rubbish and refuse from the Premises by placing in a plastic bin liner and putting it in the bin or receptacle made available, during the Tenancy by the Landlord or local authority.

17. Notices

- 17.1. To forward any notice order or proposal affecting the Premises or its boundaries and any other correspondence addressed to the Landlord to the Landlord or the Agent promptly.

18. Inventory

18.1. If the Tenant or his representative does not attend the inventory check-in appointment at the start of the Tenancy, to return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy if applicable within seven days of the commencement date of the Tenancy with any written amendments or notes.

19. Head Lease

19.1. To comply with the obligations of the head lease provided a copy of the obligations are provided to the Tenant at the start of the Tenancy.

20. Energy Performance Certificates

20.1. To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

21. End of the Tenancy

21.1. To clean to a professional standard or arrange or compensate the Landlord for the cleaning of the Premises and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as shown in the Inventory and Schedule of Condition;

21.2. To leave the Furniture and Fixtures in the rooms or places as at the start of the Tenancy

21.3. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises;

21.4. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers and to the local authority;

21.5. To return all keys, including any additional keys, swipe cards, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy;

21.6. To pay for the cost of replacement remote controls, swipe cards, keys, or other security devices that have been lost or not returned at the end of the Tenancy including the costs of changing locks where a security key or device has been lost, mislaid or not returned;

21.7. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

21.8. To accept that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition having failed to attend the first appointment that a check out report will be prepared at that time.

21.9. To remove or arrange or compensate the Landlord for the costs of the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy;

21.10. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Premises at the end of the Tenancy;

21.11. To vacate the Premises within normal office hours at a time agreed with the Landlord or the Agent;

21.12. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy;

21.13. To pay damages to the Landlord or the Agent to cover all reasonable removal and/or storage charges, when small items are left in the Premises after the end of the Tenancy which can be easily moved and have been stored by the Landlord for a maximum of fourteen days. Charges will be incurred, and the items disposed of at the Tenant's expense where the Landlord or the Agent has given the Tenant fourteen days written

notice addressed to the Tenant at any forwarding address and the Tenant has failed to collect the items promptly. The Tenant will be liable for all storage and disposal costs;

21.14. To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when heavy or unwieldy items, or other discarded items belonging to the Tenant (either individual or as a collection) are left in the Premises at the end of the Tenancy which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises. The items may be disposed of after giving the Tenant at least fourteen days written notice. The Tenant will be liable for all costs of disposal.

22. Right to Rent

22.1. Not to allow any adult to occupy the Premises unless such person has complied with the requirements of the Immigration Act 2014 (Right to Rent), by providing evidence of such to the satisfaction of the Landlord or his Agent.

22.2. Not to allow any adult to remain in the Premises once his Right to Rent has expired unless such person can provide further evidence of his continued Right to Rent to the satisfaction of the Landlord or his Agent

22.3. If any person forming the Tenant or occupier changes during the Tenancy written consent must be obtained from the Landlord or the Agent prior to occupation and relevant documentation provided for checking;

22.4. To agree that the Tenant and all occupiers will inform the Landlord or the Agent of any correspondence or communication from a relevant government department or body concerning their residency status in the United Kingdom promptly and upon request provide copies of the documents received.

Schedule 2

Conditions to be Kept by the Landlord

1. Quiet Enjoyment

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

2. Ownership and Consents

- 2.1. To confirm that the Landlord is the freehold or leasehold owner of the Premises and that all necessary consents have been obtained to enable the Landlord to enter into the Tenancy (whether from a superior landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

- 3.1. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in working order:

- 3.1.1. the structure of the Premises and exterior (including drains, gutters and pipes)
- 3.1.2. certain installations for the supply of water, electricity and gas;
- 3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;
- 3.1.4. space heating and water heating;

but not other fixtures fittings and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant;

- 3.2. To take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.
- 3.3. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated above.

4. Other Repairs

- 4.1. To keep in repair and working order all mechanical and electrical items belonging to the Landlord unless the lack of repair is due to the negligence or misuse of the Tenant.

5. Safety Regulations

- 5.1. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993;
- 5.2. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter;
- 5.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994;
- 5.4. To provide a smoke alarm on each storey of the Premises and a carbon monoxide detector in any room with a solid fuel appliance; to have smoke alarms and carbon monoxide detectors tested at the start of the Tenancy; and to hold written records that the tests have been carried out.

6. Head Lease

- 6.1. To comply with all the obligations including payment of all charges imposed upon the Landlord by a superior landlord if applicable;

- 6.2. To take all reasonable steps to ensure that the superior landlord complies with the obligations of the head lease;
- 6.3. To provide a copy of the relevant sections of the head lease to the Tenant at the start of the Tenancy.

7. Income Tax and Other Taxes

- 7.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings including ground rent and service charges if applicable for the Premises apart from those specified as the obligations of the Tenant in the Agreement;
- 7.2. To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not the UK for more than six months in the tax year; or in the absence of such an appointment the Tenant will deduct basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under the Finance Act 1995.

8. Inventory and Check Out

- 8.1. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 8.2. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy;
- 8.3. To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.

9. Possessions and Refuse

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

10. Insurance

- 10.1. To insure the Premises and the Fixtures and Fittings specified in the Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy and to provide the Tenant with a copy of the relevant sections of the policy at the start of the Tenancy

Schedule 3

General Conditions

It is agreed between the Landlord and Tenant as follows:

1. Ending the Tenancy and Re-entry

1.1. If at any time:

- 1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- 1.1.2. if any agreement or obligation of the Tenant is not complied with; or
- 1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions); or
- 1.1.4. if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his creditors

the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.

2. Early Termination

2.1. If the Tenant vacates the Premises during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable:

- 2.1.1. to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises is re-let with the Landlord's written consent whichever is earlier;
- 2.1.2. any reasonable financial loss incurred by the Landlord in the re-letting of the premises
- 2.1.3. any letting fee (plus value added tax) payable by the Landlord to his Agent and which is not refundable to the Landlord under his agreement with his Agent

3. Interruptions to the Tenancy

3.1. If the Premises is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Premises is reinstated and made habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.

3.2. If the Premises is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other Party.

4. Data Protection 2018

4.1 Pursuant to Regulation (EU) 2016/679, the Data Protection Act 2018 and the Electronic Communications (EC Directive) Regulations 2003 it is agreed as follows:

- 4.1.1. Personal data of both Landlord and Tenant and where applicable Guarantor details, will be processed and retained by the Landlord's Agent for account, service, transaction and correspondence purposes. The personal data will include name, postal address, telephone number, email address, references, bank details and information related to the formation, performance and termination of this agreement. The information may be processed for and including but without limitation, the purposes of communicating with utility

suppliers, local authority, locksmiths, repairers and trades persons, credit reference providers and debt collection agencies.

- 4.1.2. The account, service, transaction and correspondence data may be processed by the Landlord's Agent for the purposes of providing the Landlord's Agent's contractual services including, ensuring the security of the Landlord's Agent's services, maintaining back-ups of the Landlord's Agent's database, communicating with the Landlord and Tenant or third parties on their behalf. The Landlord's Agent's legal basis for processing the personal data is the execution of the Landlord's Agent's necessary contractual obligations owed to the Landlord in the formation, performance and termination of this agreement including Regulatory obligations imposed upon the Landlord's Agent pursuant to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the performance of the contract to which the Landlord and Tenant are both a party.

5. Notices

- 5.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: Property Management Department, KFH House, 5 Compton Road, SW19 7QA
- 5.2. The provisions for the service of notices are that
- 5.2.1. If the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 4.30pm or the last known address of the Tenant if different and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or
- 5.2.2. if the said documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered two working days later; or
- 5.2.3. if the said documents are served by electronic service to the e mail address of the Tenant given to the Landlord or the Agent by the Tenant then the document will be deemed served when it leaves the outbox of the sender.
- 5.3. The provisions for the service of notices are that:
- 5.3.1. if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if the documents or
- 5.3.2. If the said documents are sent by ordinary first class post addressed to the Landlord at the address in clause 5.1 of Schedule 3 or the last known address of the Landlord if and reasonable evidence is kept of the posting or delivery the documents or Notices will be deemed delivered two working days later;
- 5.3.3. If the said documents are served by electronic service to the email address of the Landlord or the Agent given to the Tenant by the Landlord or the Agent then the document will be deemed served when it leaves the outbox of the sender
- 5.4. A working day excludes a Saturday, Sunday and a Bank Holiday;

Schedule 4

Dealing with the Deposit

1. Deposit

- 1.1. The Landlord's Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Agent, and used to cover administration costs.
- 1.2. As soon as reasonably practicable after the end of the Tenancy, the Landlord or the Agent should inform the Tenant whether any deductions from the Deposit are proposed.
- 1.3. After the end of the Tenancy the Landlord or the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.6 below. If more than one such deduction is to be made by the Landlord or the Agent, monies will be deducted from the Deposit in the order listed in clause 1.6 below.
- 1.4. After the end of the Tenancy if there is no dispute the Deposit will be allocated according to the deductions agreed between the Parties and payment made to a UK-based bank account. If there is more than one Tenant the Agent may return the Deposit electronically by Bankers' Automated Clearing System (BACS) direct to any one Tenant's bank account. If agreement cannot be reached, any of the Parties can refer the matter to the Tenancy Deposit Scheme for adjudication within ninety days of the end of the Tenancy.
- 1.5. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within fourteen days of the Tenant receiving that request in writing.
- 1.6. The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit (as set out in clause 6 of The Main Terms of the Tenancy) to compensate the Landlord for losses caused for any or all of the following reasons:
 - any damage or compensation for damage to the Premises and Fixtures and Fittings caused by the Tenant, or for missing items for which the Tenant may be liable, or arising from any breach of the terms of this Agreement by the Tenant, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord;
 - the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings.
 - any damage caused or cleaning required due to any pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
 - any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent;
 - any other breach by the Tenant of the terms of this Agreement;
 - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - any unpaid account or charge for water (including sewerage and environmental charges), electricity gas telephone charges, or other fuels;
 - any unpaid council tax.
- 1.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable on the grounds that the Landlord, or the Agent, holds the Deposit or any part of it..

- 1.8. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 1.3 and 1.4 above.
- 1.9. The Parties acknowledge that if the Landlord does not subscribe to his Agent's management service and a dispute arises over the return of the Deposit then the Landlord's Agent will not become involved in attempting to resolve any such dispute but that either Party may submit the case to the Tenancy Deposit Scheme for adjudication where rules allow.
- 1.10. The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".

2. **Protection of the Deposit**

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Limited
1 The Progression Centre
42 Mark Road
Hemel Hempstead
Hertfordshire
HP2 7DW

phone 0300 037 1000
email deposits@tenancydepositscheme.com
fax 01442 253193

3. **Joint Consent to Adjudication**

- 3.1. There being multiple persons forming the Tenant each person forming the Tenant agrees with the other that any one of them may consent on behalf of all the others to use alternative dispute resolution through the TDS to deal with any dispute about the Deposit at the end of the Tenancy.

DELETE THIS PAGE IF NOT ADDITIONAL CLAUSES

Schedule 5

Special Clauses

(Individually negotiated with the Tenant)

<\$pspLeaseRidersMerge\$>

SAMPLE

Signatures to the Agreement

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

<p>SIGNED (Please print name below signature)</p>	
<p>SIGNED (Please print name below signature)</p>	
<p>SIGNED (Please print name below signature)</p>	
<p>SIGNED (Please print name below signature)</p>	
<p>WITNESS'S SIGNATURE</p>	
<p>WITNESS'S NAME AND ADDRESS</p>	

IMPORTANT NOTE

Once this agreement has been signed the Tenant must pay any Stamp Duty Land Tax (SDLT) due to H M Revenue & Customs within 30 days of the tenancy commencing. Failure to do so may result in a fine and possible penalties. Further information can be found at www.hmrc.gov.uk/so/ or by calling the Stamp Taxes enquiry line on 03002003510.