

IPSA
13 OCT 2016

ASSURED SHORTHOLD TENANCY AGREEMENT

Furnished

Crystal
Mark
16538
Clarity approved by
Plain English Campaign



CONTENT

This agreement sets out the conditions of your tenancy. You should read it carefully to make sure it includes everything you need to know and nothing that you are not prepared to agree to. If you are not sure about something in this agreement, you should get independent legal advice before you sign it.

The agreement has been written in accordance with the Plain English Campaign's Crystal Mark scheme, although sections H and J and the attachments have not.

Your landlord will probably print out two copies of this agreement for you both to sign - one for you to keep (known as the 'original') and the other for the landlord to keep (known as the 'counterpart').

This agreement is in 10 parts. Each part contains numbered sentences known as clauses. Each clause has a heading which describes what that clause refers to.

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Attachment 1 - Regulations for the shared areas of the building

Attachment 2 - Assured shorthold tenancy: Periodic tenancy notice requiring possession

A DEFINITIONS

We need to use some legal terms in this tenancy agreement. By providing this list of definitions we aim to help explain some terms that you may find in this tenancy agreement.

Term	Meaning
The premises	This includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuildings or parking spaces that belong to us and form part of the tenancy. When the tenancy is part of a larger building, the premises include the right to use shared access and other similar facilities. The property is rented as seen.
The building	If the premises are part of a larger building, such as a flat in a block of flats, this term means that building and any of its grounds.
Landlord, we, us	This includes the person or people who own the premises. This gives us the right to take back the premises at the end of the tenancy.
Tenant, you, your	This includes anyone who is entitled to use the premises under the terms of the tenancy. If this is a joint tenancy you are all responsible (separately and jointly) for the tenants' responsibilities. This is known as joint and several liability (see below).
Joint and several liability	Joint and several liability means that both individually and jointly all of the tenants are individually and jointly responsible for paying rent and for all other tenants' responsibilities during the tenancy.
Guarantor	This is someone who agrees to meet your responsibilities under this tenancy agreement if you do not keep to them (for example, paying your rent).
The term of the tenancy	How long the tenancy lasts as set out in this agreement and shown in clause B4.
Deposit	The money you give our managing agent in case you fail to keep to any of the terms of this agreement. This money will be protected in a deposit scheme approved by the Government. Either we or the agent will hold the money during the tenancy or we will send it to one of the three Government deposit schemes to hold during the tenancy (see below).
Stakeholder for deposit	We or the managing agent can only take money from your deposit at the end of the tenancy if you agree, or unless the ICE (see below) or another organisation for the relevant scheme decides otherwise.
Contents	Any of our furniture, furnishings, carpets, sanitary ware (toilet bowls, cisterns, baths, basins, showers and other fittings), decorative features, electrical equipment, other equipment or any floor, ceiling or wall including anything listed in any inventory we supply (see below).
Our permission	If the agreement states you need our permission to do something, you must ask us to give you our permission in writing to avoid misunderstandings later.
Inventory and condition of the property	The document we have had prepared showing details of our fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general. We will rely on the inventory at the end of the tenancy to assess any damage (other than reasonable wear and tear), so you should check it carefully at the start of the tenancy.
ICE	The independent case examiner for the deposit schemes approved by the Government.
Managing agent	The agent we ask to manage the premises and tenancy on our behalf.
Month	One 'calendar' month (for example, January, February and so on), not just four weeks.

Initials

B MAIN TERMS OF AGREEMENT

1. Date

(on which the agreement is made): 6th October 2016

2. The parties involved:

2a Us (Landlord):

Address :

2b You (the tenant): Philip Davies (Lead Tenant)

3. The premises (full address):

4. The term of the tenancy:

Beginning on: 36 months
9 July 2017

Ending on: 8 July 2020

Break clause: 6 months fixed term with 2 months notice

5. The rent:

Payments of **£ 3,250.00** should be made on or before the 1st of every month for the term of the tenancy.

You must pay the rent to our bank by standing order to the following account:

6. Deposit:

Your deposit will still be protected by DPS. The deposit the sum of **£ 4500.00**

Name:

Bank: HSBC

Sort Code:

Account Number:

You must pay the deposit to our bank by standing order to the following DPS account:

The deposit shall be retained by the Deposit Protection Scheme as security for performance of the Tenants' obligations and shall be repayable to the Tenant only after deduction of any sums required to compensate the Landlord whether wholly or in part for any breach of obligation on the Tenant's part. Under no circumstances must the deposit be used as the last month's rent.

Name:

Sort Code:

Account Number:

Initials

C SIGNATURES

7. Our managing agent's name:

Your landlord will probably print out two copies of this agreement for you both to sign – one for the landlord to keep (known as the 'counterpart') and the other for you to keep (known as the 'original').

Important - by signing this agreement, you agree that you have read and accept the full conditions of your tenancy.

The clauses in part B on page 4 set out the rent you have agreed to pay and the length of the tenancy, our (as the landlord) and your (as the tenant) details, the premises this agreement applies to and the deposit you have agreed to pay.

The clauses in parts C to I set out your and our responsibilities under this agreement.

By law, you must keep to the terms in this tenancy agreement once you and we have signed and dated both parts of the agreement (see clause B1).

Our signature (the landlord or agent on their behalf)

XX

.....
Your signature (the tenant)

Initials

D GENERAL CLAUSES

1. Housing Act 1988

This agreement is for an assured shorthold tenancy as defined in Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. Section 21 of this Act sets out the conditions under which we can take the property back.

2. Our address for serving notices

Section 48 of the Landlord and Tenant Act 1987 says we must give you an address where you can serve a notice (or notices) on us if you need to in relation to this agreement. Please use our managing agent's address shown in clause B7 on page 4, or our address in clause B2a if we do not use a managing agent.

3. Serving notices properly

If either we or you serve a notice under this agreement, we will treat it as being served properly if it is delivered by hand or sent by recorded or registered delivery or by first class post. We will assume it has been received two working days after the date it was posted. However, if it is delivered by hand before 5pm, it will be treated as being served on the next working day. If a notice is not served properly it will not be valid.



E YOUR RESPONSIBILITIES

You agree to the following:

1. Rent

To pay rent as set out in clause B5 from your account

2. To pay interest if you pay your rent late

To pay interest at 4% over the base rate of Barclays Bank plc (which we work out each day) on any rent you owe which is more than 14 days late. If the landlord charges this interest you will pay interest from the date you should have paid the rent until the date you actually pay.

3. Not to withhold rent

Not to withhold your rent or any other amounts due under this agreement for any reason what so ever or just because we or our managing agent are holding your deposit.

4. Bank charges

To pay any bank charges we are charged by our bank if your cheque, direct debit or standing order is cancelled or not paid for any reason.

5. Council tax

To register with the council tax department or any other relevant office of the local authority to pay council tax for the term of the tenancy unless set within the rent.

6. Transfer and pay gas, water, electricity and phone charges

You must register (in your name) with electricity, water (THAMES WATER), TV licence and phone companies and pay all charges for these services for the term of the tenancy. When your tenancy ends, you must arrange for the utility companies to take final meter readings for these services but do not ask the companies to cut the supply off unless set within the rent.

7. Changing suppliers or installing payment meters

You must not install any coin operated, prepaid card or key operated meters at the premises, or change gas, electricity or water suppliers without first getting our or our managing agent's permission in writing.

8. Costs

You must repay our reasonable legal and other costs including agent fees at a rate of 9% for the balance remaining on the contract for breaking the contract, if we take any action against you for not paying any amounts you owe or if you do not meet any of your other responsibilities listed in this agreement.

9. Cleaning windows

You must clean all the windows you can reasonably reach on the premises at least once a month and within the last 7 days of the end of the tenancy.

11. Replace broken glass

You must soon as possible, replace and pay for, all broken glass if the breakage was your or a visitor's fault

Initials

E YOUR RESPONSIBILITIES

12. Replace light bulbs

You must replace all fuses, bulbs and fluorescent tubes when you need to and make sure that all light bulbs and fluorescent tubes work at the end of the tenancy.

13. Taking care of the premises

You must keep the inside of the premises and all fixtures and fittings in good and clean condition (this does not include reasonable wear and tear).

14. Drains

You are responsible for unblocking and keeping all gutters, sewers, drains, toilet bowls, cisterns, basins, baths, showers, water pipes and ducts (and other fittings you have reasonable access to) free from blockages.

15. Qualified contractors

You must use an appropriately qualified contractor to carry out any of your responsibilities to repair or maintain the premises. This only applies to clauses E10, E11 and E14 if the repair and maintenance might need specialist equipment for safety reasons. (You should in all circumstances call the Landlord /Agent).

16. Report faults

You must tell us as soon as possible and in writing about any repairs or faults we are responsible for. You may be legally responsible for any loss or costs, which are as a result of a repair or fault you do not tell us about.

17. Allow us access to your home

- a. During the tenancy, as long as we give you at least one working day's notice (except in an emergency), you must allow us or our employees into the premises to:
 - inspect the condition of the premises
 - carry out repairs or alterations to the premises or the premises next door
 - during the last two months of the tenancy show the premises to possible new tenants or someone who wants to buy the premises
 - carry out any other reasonable activity, including selling the premises, building work or raising a mortgage on the premises and
 - carry out our legal responsibilities as the landlord
- b. If after an inspection under clause E17a above we serve a notice of disrepair on you, you must carry out the work shown in the notice within 14 days of us serving the notice on you. If you do not do the work within that month we may enter the premises and carry out the work for you and then charge you the cost of the work.

18. Regulations for shared areas

You must keep to the regulations for managing the shared areas of any building you live in with other people. We have attached a copy of the common regulations to this agreement.

19. Not overload electrical circuits

You must not overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables when connecting appliances to the mains.

Initials _____

E YOUR RESPONSIBILITIES

20. Check smoke alarms

You must regularly test any smoke alarms (which use batteries) fitted in the premises and replace any battery in an alarm, which you find is not working. You must pay the relevant costs if you need a contractor to carry out this work for you. You must let us know as soon as possible if the alarm does not work after you fit a new battery.

21. Prevent condensation

You must take reasonable care to heat and ventilate the premises to help prevent condensation. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

22. Rubbish and storage

You must remove all rubbish from the premises by putting it in black bin bags in the dustbin or the large waste container provided outside and put it out to be collected on the relevant days.

23. Parking

If you rent a specific car parking space or garage as part of this tenancy, you must only park in that space and not store, keep or park any boat, caravan or commercial vehicle on it or on any shared car park.

24. Garden or Balcony

If you have a garden or a balcony, you must keep it clean and tidy, including cutting the grass and lawns regularly, and not dig up or cut down any trees, shrubs, or bushes unless you have our or our managing agent's permission in writing first. You must also keep the patio areas (if you have any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if you have any) as tidy and free of weeds as they were at the start of the tenancy.

25. Insurance

We do NOT provide ANY cover under any insurance policy arranged by us for damage to your personal belongings or valuables. Nor do we provide cover for claims against you from other parties for damage to property or personal injury that results from something you have or have not done (we call this negligence). You should arrange insurance for these risks yourself.

26. Allowing notices on the premises

During the last two months of the tenancy, you must allow us to display a 'for sale' or 'to let' board or notice on the premises.

27. How you can use the premises

You must not use the premises or the building for anything illegal or immoral.
You must not use the premises or the building for any registered trade or business.
You must only use the premises as your and your dependants' home.

28. Not change locks

You must not change or install any locks on any doors or windows at the premises or the building, or have any extra keys cut for any locks without our permission in writing except in the case of an emergency. If you lose the keys to the premises or the building, you must pay us any costs to supply and fit replacement locks.

Initials _____

E YOUR RESPONSIBILITIES

Should the locks be changed without the landlord's advance consent which is to be in the event of an emergency only, the tenant must notify the landlord in writing within 24 hours and the tenant must arrange for 5 copies of each new key to be cut, three copies of which must be provided to the landlord as soon as is practicably possible.

29. Not alter the premises

You must not change the inside or outside of the premises in any way.

30. Not damage the premises

You must not damage the premises or the building, or allow anyone else to damage them. You must advise us of any damage to the premises or the building so that we can make repairs.

31. Not damage installations

You must not do anything to the electrical, lighting, hot water or heating installations or fixtures or any of the kitchen units and appliances or sanitary fittings or any other fixtures and fittings. You must not remove these items from the premises or the building.

32. Not transferring your legal rights

You must not transfer this tenancy to anyone else or take in lodgers, sublet, give up or share any part of the premises.

33. Empty premises

You must not leave the premises empty for any continuous period of more than 28 days, without telling us first. If you plan to leave the premises empty for more than 28 days, you must leave a key with us or our managing agent in case there is an emergency where we or our managing agent may need to get into the premises.

34. Nuisance and noise

You must not do anything at the premises or the building (including playing any radio, television or musical instrument) which causes a nuisance to or annoys us or your neighbours or which might reasonably be considered to be antisocial behaviour. In particular, you must not play any music which can be heard outside the premises between 11.00pm and 8.30am.

35. Harassment

You and anyone visiting your premises must not harass anyone for any reason so that anyone in the building is offended and cannot live there peacefully.

36. Not place notices on the premises

You must not place any sign, poster, or item of clothing on the premises which can be seen from the outside.

37. Not fix an aerial or satellite dish

You must not fix any aerial or satellite dish on the premises or the building, or install cable television or telephone cables without first getting our or our managing agent's permission in writing. If we or our managing agent give you our permission you must pay all the costs involved (including removing an aerial dish at the end of the tenancy) and the reasonable costs of making good any damage or

Initials

E YOUR RESPONSIBILITIES

redecorating, if necessary. You will only use a company or person recommended by the Landlord or Agent.

38. Not fix blinds to windows

You must not fix further blinds to the windows of the premises unless we or our managing agent have already given you our permission in writing. If we or our managing agent do give our permission, we may ask you to remove the blinds and repair any damage at the end of the tenancy. You will only use a company or person recommended by the Landlord or Agent.

39. Animals and pets

You must not keep any animals, reptiles, insects, rodents or birds at the premises without first getting our or our managing agent's permission in writing. If we or our managing agent do give our permission we may ask you to pay an additional amount towards the deposit to cover any possible damage the animal or pet may cause.

40. Our contents

You must not remove the furniture, equipment and belongings shown in the inventory from the premises without getting our or our managing agent's permission in writing first.

41. Shared areas

You must not block any shared passageways, hallways and staircases, or keep any bicycle, push chair or other item in any shared area of the premises or building without first getting our or our managing agent's permission in writing. You must also not hang any clothes or other items on the outside of the premises or in any shared garden unless we or our managing agent give you our permission in writing.

42. Not fix items to walls

You must not fix any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, Blu-tack or similar fixings except a reasonable number of picture hooks. You must repair or pay us the reasonable costs of repairing any unreasonable damage, marks or holes caused by, or as a result of, removing any fixings.

43. Washing machines and tumble dryers

You CANNOT make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.

44. Claims for food in your freezer

You cannot make any claim against us for any compensation for any loss or inconvenience you suffer if the fridge or freezer (if you have either or both of these) breaks down and causes your food to thaw or become unfit to eat. (Please see E25)

45. Claims relating to lifts in your building

You cannot make any claim against us for compensation if:

- a lift in the building cannot be used or breaks down
- you or someone else has an accident caused by a lift or
- the lifts stop working and we are not responsible for putting it right

Initials

E YOUR RESPONSIBILITIES

46. Other claims

Unless it is covered by insurance, you cannot claim against us for compensation for:

- any damage our agents, workmen or other staff cause
- a fault in any pipes, staircase or anything in the premises or building
- anything which any caretaker in the building does or does not do
- any inconvenience you suffer when we carry out work to the premises or the building (including work to premises next door or buildings we own nearby), such as decorating or carrying out repairs or alterations

or

- any effect that the lift has on your TV or other electrical equipment

47. Notices

You must give us copies of any notices, documents, proceedings or letters which relate to the premises as soon as you receive them

48. Costs

You must pay back the costs we have to pay:

- if you pay you rent (or other amounts which you have to pay to us under this agreement) late;
- because you have not kept to your responsibilities under this agreement and we have to put them right or help you to put them right; and
- solicitors, barristers, surveyors, agents and other professional advisors (for example, for the cost of preparing notices telling you that you have broken a condition of your tenancy)
- breaking the contract and we have paid a Agent for the full term

49. Infestations

During the tenancy you must take reasonable measures to keep the premises free of vermin (for example, rats), fleas, bed bugs or parasites. If the premises become infested because of something you have or have not done, you will have to pay the appropriate costs of putting this right and cleaning any parts of the premises which are affected.

50. Payments made on your behalf

If someone else pays us rent on your behalf, we will use this money in relation to this tenancy only. In no circumstances will we use this money to create a new tenancy for any other person.

51. Occupier's liabilities

You must not allow any occupier or visitor to do, or fail to do, anything that you as the tenant are obliged to do under this agreement.

Initials

E YOUR RESPONSIBILITIES

AT THE END OF THE TENANCY

52. Forwarding address

Just before or immediately after the tenancy ends, you must give us your new address so that we can contact you to give you back your deposit or part of it (this will depend on any charges we have to take from your deposit because you have, for example, damaged part of the property)

53. When the tenancy ends

- a. You must arrange and pay for the premises to be cleaned to a professional standard.

This includes washing or dry cleaning (including ironing and pressing) all linen, bedspreads, blankets, curtains, upholstery and soft furnishings and other items set out in the inventory and cleaning any carpets shown in the inventory (if they have been marked during the tenancy). Or, you must pay a fair amount towards the cost of the cleaning. You may wish to use a company recommended by the Landlord or the Agent as they will know the standard necessary to conform to our standards.

- b. You must repair any damage to the premises or to our furniture and fittings (including replacing them, if necessary) if you, a member of your household or one of your visitors caused the damage. You must pay us any cost we have to pay to repair any damage or replace any furniture and fittings if you fail to replace or repair anything under this clause.
- c. You must repair any wall or other surfaces on which you have hung photographs, pictures, posters and so on.
- d. You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from reasonable wear and tear) in the same rooms as they were in when you moved in.
- e. You must pay the cost of redecorating any rooms or part of the premises which you decorated or changed without our written permission. You may wish to use a company recommended by the Landlord or the Agent as they will know the standard necessary to conform to our standards.
- f. You must arrange for any electricity, gas, water and phone meters to be read immediately before the end of the tenancy and pay any outstanding amounts you owe the companies who provide these services (including cable TV) up to and including the day the tenancy ends.
- g. You must arrange to return any television or other equipment or appliance you have hired or rented to the company you rented it from.
- h. You must give the premises back to us and return the keys to the premises at the end of the tenancy to the place or person we have agreed with you.

E YOUR RESPONSIBILITIES

- i. You must remove your personal belongings and any rubbish and leave the premises and our furniture, fixtures and fittings in good condition. You also agree that if you leave any personal belongings in the premises at the end of the tenancy we can choose to either:
- remove any of your belongings you leave in the premises after the end of the tenancy; or
 - where substantial items belonging to the tenant have been left in the property and cannot be easily disposed of at no cost we can charge you rent at the rate set out in this agreement until you remove your personal belongings and hand back all keys to the premises and the building.
- j. You must pay to us any extra costs we have to pay if we cannot check the inventory until you have removed your personal belongings.



OUR RESPONSIBILITIES

We agree to do the following:

1. Cleaning

We will make sure the premises are in a clean and tidy condition before your tenancy starts and make sure all appliances are in good condition and working properly.

2. Costs of preparing this agreement

£ 0

3. Other payments for the premises

We will pay any other bills for the premises during the tenancy except any amount which you have to pay under part E of this agreement.

4. Not increase the rent

We will not increase the rent within the first 3 months of the tenancy depending on the length of the original contract.

5. Our appliances

We will take reasonable steps to make sure the gas and electrical appliances, and other similar mechanical appliances in the premises for which we are responsible, work properly. We will repair them and replace where necessary at the start of and during the tenancy, as long as the repairs are needed as a result of reasonable wear and tear.

6. Repairs

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 applies to this agreement. This means that we are responsible for repairing and maintaining the installations in the premises which supply water, gas and electricity, and any sanitary ware (basins, sinks, baths, toilet bowls, cisterns, showers and so on), but not other fixtures, fittings and appliances for using water, gas or electricity. We will repair and maintain the installations in the premises for general heating, cooking and heating water. We will take account of the age, character and life of the premises and the area they are in to decide what level of repair we need to carry out.

7. What we do NOT have to repair

We will not have to repair:

- a. anything which you are responsible for repairing
- b. the premises if they are totally destroyed or damaged by a storm or flood or
- c. anything which you are entitled to remove from the premises.

8. Quietly enjoying the premises

We will allow you to quietly enjoy the tenancy. This means you can live in your home without any illegal interruption from us or others on our behalf as long as you have paid the rent and carried out your responsibilities as set out in this agreement.

Initials

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F OUR RESPONSIBILITIES

9. Insurance

We will keep the premises and our contents (if any) insured for any amounts we feel appropriate. We will insure the premises against fire and other risks normally covered by a comprehensive household insurance policy and any other risks we consider necessary.

10. If you cannot live in the premises - suspending your rent

If the insurers consider that you cannot live in the premises because of damage to them or the building by any insured risk and the damage is not your fault, or they have not been damaged as a result of something you have or have not done (we call this negligence) or any other reason why the property may be uninhabitable, you will not have to pay any rent until you can live in the premises again. Or we may offer you alternative accommodation to the same value. Or, you may give us written notice to end the tenancy immediately. If you end the tenancy we will pay you any rent you have paid to us for any period after the end of the tenancy.

11. Not paying you compensation

We will not pay you any compensation if you cannot live in the premises and we have told you that you do not have to pay us rent until you can live in the premises again. Or we may offer you alternative accommodation to the same value.

12. Suspending part of the rent

If you cannot live in or use part of the premises you will not have to pay a percentage of the rent until the whole premises are fit to live in again. Or we may offer you alternative accommodation to the same value.

13. Arbitration

If we (or our managing agent) and you cannot agree on a percentage to pay under clause F12 above, we may use arbitration to sort the matter out (under arbitration an independent professional will settle any dispute between us), as long as you and we agree and agree to share the cost of arbitration. This clause does not affect either our or your right to take a dispute to the courts in the usual way.

Initials

E INVENTORY OF THE PREMISES

We and you agree to the following:

1. Producing an inventory

We will be responsible for arranging / providing an inventory and description of the condition of the premises.

2. Charge for checking the inventory

We will be responsible for paying the charge to check the inventory at the start of the tenancy.

3. Accepting the inventory

The inventory will be given to you 5 days after you moved in (special circumstances) and ask for your signed and amended copy to be returned to us.

If you do not return a signed copy, we will assume that you agree to the inventory and description of the condition of the premises as being a true and full record of the condition of the premises at the time you moved into the property.

4. Checking the inventory

At the end of the tenancy, we will check the inventory, or arrange for it to be checked by someone who is independent from us i.e. the original company from the start of the contract. If you do not keep an appointment to check the inventory you must accept what we or they find when we check the inventory.

5. Charge for checking the inventory at the end of the tenancy

You will be responsible for paying the fee for checking the inventory at the end of the tenancy (£120). We can take this amount from your deposit.

Initials

I ENDING THE TENANCY

1. Our right to re-enter the property - known as forfeiture

The Protection from Eviction Act 1977 protects you from us ending your tenancy immediately. It says we must get a court order to repossess (take back) the premises if you break the tenancy and you have failed to put right or sort out the problem in a reasonable time.

If you are not sure about your rights or you need more information to help you understand this clause, you should get advice from a solicitor or your local Citizens Advice.

We are entitled to repossess the premises, and this tenancy will end immediately, if you:

- a. do not pay all or any of the rent 14 days after it was due, whether or not we have formally asked you to pay it;
- b. do not keep to any significant agreement or major responsibility in this agreement;
- c. have a bankruptcy order made against you or your guarantor, or you transfer your estate or sign any deed of arrangement for the benefit of your creditors or
- d. leave the premises and do not mean to return.

2. Grounds for grant of possession

A court will grant us possession if any of the circumstances mentioned in the following grounds (reasons) shown in the Housing Act 1988 (as amended by the Housing Act 1996) applies:

Ground 8

At both the time that we give notice that we will start court proceedings and at the time of the court proceedings you are still:

at least two months behind with your rent if you pay rent every month

3. Possible grounds for grant of possession

The court might grant us possession in the following circumstances:

Ground 10

At both the time we give notice that we will start court proceedings and at the time of the court proceedings you owe some rent.

Ground 11

You have a history of often being behind with your rent.

Ground 12

You have broken one or more of your responsibilities under the tenancy agreement.

Ground 13

The condition of the premises or the shared areas of the building of which the premises is part of has deteriorated because of your behaviour or that of any other person living there.

Initials

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Ground 14

You, or someone living or visiting the premises, have been guilty of causing a nuisance or annoying neighbours. Or, a person living with or visiting you has been convicted of using the premises, or allowing it to be used, for illegal purposes or has committed an offence which is one they can be arrested for in the premises or in an area near the premises.

Ground 15

The condition of the furniture has deteriorated because it has been badly treated by you or someone living at the premises.

Ground 17

We gave the tenancy to you after you or a person acting on your instructions gave a false statement.

If any of these conditions apply to you, we may re-enter the premises and the tenancy will end.

However, if any of these conditions apply and you are living in the premises, we will not repossess the premises without getting a court order first.

Any action we take to repossess the premises will not restrict or limit any other legal rights we may have.

4. Giving notice at the end of the fixed term (Tenant)

You must give us at least **two months' notice** in writing (not to commence before the end of the fixed term - 6 months) when you want to end the tenancy. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice ends and you have moved out of the premises.

If the tenant does terminate the Tenancy Agreement they will pay the outstanding balance of any fees paid at a rate of 9% plus VAT, the balance is calculated on the rent due to the end of the contract.

5. Giving notice at the end of the fixed term (Landlord)

Landlord must give Tenant at least **two months' notice** in writing (not to commence before the end of the fixed term - 6 months) in order to end the tenancy.

You agree that we can end the tenancy after the first 6 months by giving you at least two months' written notice, by serving a 'section 21 (b) to end this agreement. The notice period cannot end any earlier than 8 months from the start date of the tenancy and must come to an end on the last day of the notice.

Initials _____



J SPECIAL TERMS

NOTE: The following clause have been selected or written by the creator of this agreement and have not been written under the Plain English Campaign Crystal Mark.

ATTACHMENT 1

PRESCRIBED INFORMATION

Housing Act 2004

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

Name of Landlord	
Actual address of the Deposit Holder	
Telephone number of the Deposit Holder	
Tenant (s) name	Philip Davies <input type="text"/>
Email address of the Tenant	philip.davies.mp@parliament.uk
Mobile / Telephone number	
Deposit	£4500.00

A leaflet explaining how the Deposit is protected by the Housing Act 2004 can be provided to the Tenant by the person holding the Deposit being the Landlord - Glover Industries Ltd & Baystar Ventures Ltd (c/o Gryphon Property Management Ltd).

The holder of the Deposit will register the Deposit with Deposit Protection Scheme (DPS) and provide other required information within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is explained in clauses 1.3 shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

PROCEDURE FOR DISPUTE AT THE END OF THE TENANCY

A 1.1 When the Landlord and Tenant agree how the deposit should be returned, in full or in part, it must be paid back within **10 working days**. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to Adjudicator.

A 1.2 The tenants should make their best endeavours to inform the Member/Agent if they wish to raise a dispute about the deposit within 10 working days after the lawful end of the tenancy and vacation of the property. The Member/Agent has a maximum of 10 working days to resolve the dispute

Initials

A 1.3 It is not compulsory for the parties to refer the dispute to the Adjudicator for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the Adjudicator for adjudication. If the parties do agree that the dispute should be resolved by the Adjudicator, they must accept the decision as final and binding.

A 1.4 The Agent/Member, the Landlord or the Tenant can instigate a dispute by completing the Joint Repayment Form and submitting it to the DPS. The form can be downloaded from www.depositprotection.com or be obtained directly from The Deposit Protection Service at the address or telephone number specified in clause 2 of the attached Tenancy Agreement.

A 1.5 Upon receipt of a duly completed Joint Repayment Form notifying the DPS of a Dispute, The DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence must be fully and properly completed and returned to the DPS within 14 calendar days of it being issued.

A 1.6 If the Landlord or the Landlords Relocation Agent fails to complete the Landlord's Evidence Form to The DPS within 14 calendar days of it being issued. The DPS will pay the Deposit out in accordance with the Tenant's instructions contained on the Joint Repayment Form.⁴

A 1.7 The DPS will provide the Tenant with a summary of Landlord's submitted evidence and blank Tenant's Response Form, The Tenant's Response Form must be fully and properly completed and returned to The DPS within 14 days of it being issued.

A 1.8 If the Tenant fails to complete and return the Tenant's Response Form within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Landlord's instructions contained on the Joint Repayment Form.

A 1.9 The DPS will provide the Landlord with a summary of the Tenant's Response Form. The Landlord will have 7 calendar days from the issue of the summary of the Tenant's Response Form to either accept or disagree with the contents of the Tenant's Response Form to submit any additional evidence which they wish to be taken into account. If no response is received from the Landlord within 7 calendar days, the Dispute will be referred to the Adjudicator.

A 1.10 The Adjudicator will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.

A 1.11 The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business days of the Decision. The Decision will be binding on the Parties. The DPS will make payment in accordance with the Adjudicator's Decision.

A 1.12 DPS will pay out the money within 10 working days of the decision of the Adjudicator or instruction of the court as appropriate.

A 1.13 The Agent/Member and the parties to the Tenancy must co-operate with the Adjudicator in the consideration of the dispute and follow the recommendations of the Adjudicator concerning the method of resolution of the dispute.

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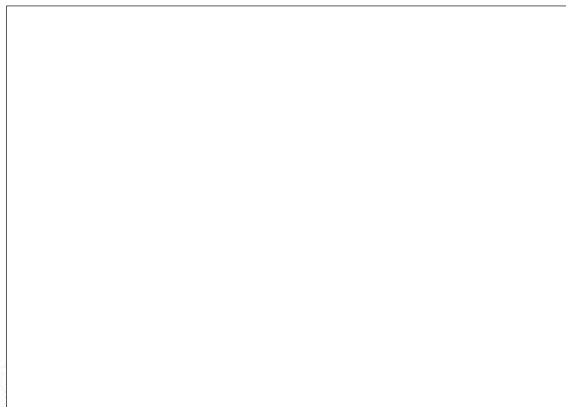
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A 1.14 If the Landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to so do or the Tenant is unable to contact the Landlord or the Agent despite making reasonable efforts to do so action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because DPS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

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


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

Our signature (the landlord or agent on their behalf)



Your signature (the tenant)
XX

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ATTACHMENT 2

REGULATIONS FOR THE SHARED AREAS OF THE BUILDING IF YOU LIVE IN A FLAT

You must not do the following:

1. You must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and you must keep them free from rubbish.
2. You must not allow any rubbish to build up in the premises or the building and you must put all rubbish in the bins or other proper rubbish containers (you must provide these). You must not pour any oil, grease or other substance down any drain or pipe in or around the premises which might be dangerous or damage the drainage system.
3. Between 11.00pm and 8.30am you must not:
 - a. play or use any piano, record player, radio, loudspeaker or mechanical or other musical instrument
 - b. use any equipment or machinery of any kind (such as a vacuum cleaner)
 - c. sing loudly or
 - d. make any other noise which could annoy any of your neighbours, or be heard outside the premises.
4. You must not:
 - a. hang clothes or other items outside the premises and
 - b. place any pot, flowerpot, window box or any container of any kind on any window sill or concrete or stone ledge of the premises or the building.
5. You must not throw rubbish out of any window of the premises or shake any mat out of the windows.
6. You must not keep or bring any bird, dog or other animal into the premises or into the building without first getting our or our managing agent's permission in writing. If we do give permission we still have the right to change our decision later.
7. You must not use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
8. You must not bring or keep on the premises anything which is or may become, in our opinion, unclean or unsightly.
9. You must not park cars in any yard, garden or driveway of the building.

Initials.

ASSURED SHORTHOLD TENANCY: PERIODIC TENANCY NOTICE REQUIRING POSSESSION

Date: 6 October 2016

To: Philip Davies

From:

Of:

ADDRESS OF DWELLING

I give you notice that I require possession of the dwelling house know as

DATE OF EXPIRY: 8 July 2020

Landlord:

Landlord's Agent:

NOTES

Where an assured shorthold tenancy has become a periodic tenancy, a court must make an order for possession if the landlord has given a notice in this form.

Where there are joint landlords, at least one of them must give this notice.

This notice must expire:

- on the last day of a period of the tenancy
- at least two months after the notice is given
- no sooner than the earliest day on which the tenancy could be ordinarily be brought to an end by a notice to quit

ACKNOWLEDGEMENT OF RECEIPT

We hereby acknowledge receipt of a Notice Requiring Possession of which this is a true copy.

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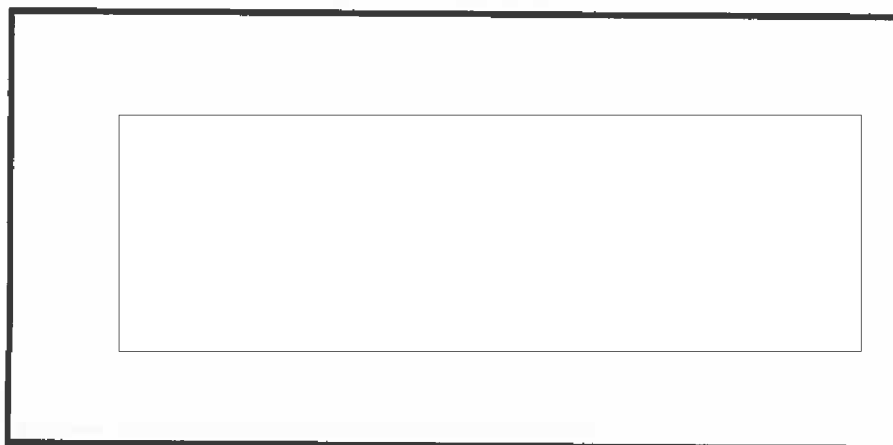
RE: FIRE SAFETY IN COMMON AREAS

Please be advised that common areas & hallways in residential buildings are classified as fire escapes. As such, these areas are required to be kept clear of trip hazards at all times including furniture, push-chairs, bicycles etc. In the event of a fire, a fire exit with obstacles could make all the difference between escaping the fire or being trapped inside a building because you tripped over a bicycle.

We will therefore be carrying out routine inspections of this building to ensure that all fire escapes and hallways are kept permanently clear of obstacles. If obstacles are found anywhere outside of your flat without prior approval from your building manager, they will be removed immediately and disposed of without further notice or liability.

Fire doors in communal areas are there to slow down the speed of a fire spreading. In the event of a fire, if a fire door was wedged open then the result would be the fire spreading much more quickly and causing a heightened threat to anyone in the building at that time. It is therefore essential that internal fire doors are not kept open unnecessarily and we would ask that if you do notice doors being wedged open, please can you close them for yours and everyone else's safety.

Thank you in advance for your co-operation and assistance in this matter.



Initials





6 October 2016

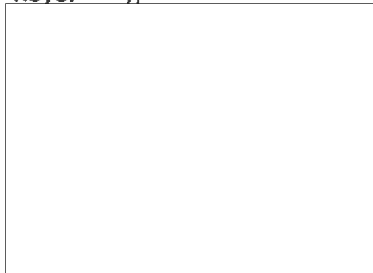
Dear Philip Davies 



Without Prejudice

Please find enclosed a notice requiring possession of the above flat. This property must be vacated by 12:00 noon on the 8 July 2020.

Your property manager will be in contact closer to the time to arrange your check out and handover of keys.



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GENERAL OUT OF HOURS MAINTENANCE INFORMATION

Out of Hours Emergency Phone:

General enquires should be raised Monday - Friday between 10am – 6pm.

WHAT CONSTITUTES AN EMERGENCY?

It is not easy laying down strict guidelines but the following notes give you our best advice as to how to assess an emergency when it arises. Most people would agree that an emergency is:

- A leak that cannot be stopped and that, if not stopped immediately, will cause additional damage to the property. If the leak is not from your own property but is coming from the above or adjacent property, then you should contact those occupants immediately. If the leak is from your property then you should immediately turn the water off by means of the stopcock.
- A "break-in" or accident that leaves the property unsecured. Temporary measures are necessary.
- A complete failure of the electrics. You should first check the fuse-board in your property to ensure all fuses are in the 'on' position. If the fuse-board is normal then you would need to telephone the Electricity Board to check that the loss of power is not as a result of a general power cut, unpaid bills or failure to pay for connection.
- An electrical fire, especially if the risk of further damage is feared is also considered an emergency, BUT a localised blown fuse box which knocks out a few lights is not.
- A break-down of the heating system at the beginning of a weekend/holiday period. Normal heating failures should be reported the following morning as early as possible during normal office hours. If the heating does fail, we will do our utmost to have it working within 48 hours.

If you smell gas, you should call National Grid immediately: 0800 111 999

Please note that our management of the property does not extend to those odd jobs which a householder would normally expect to undertake themselves, for example, replacing light bulbs or electric fuses or unblocking the sink when it is blocked by your own waste.

We trust this clarifies any queries you might have on emergency call-outs but in the event you require any additional information, please do not hesitate to contact our department.

Yours faithfully,

The Management

Initials_____