

IPSA
02 JUN 2015

**TENANCY AGREEMENT
FOR LETTING PROPERTY KNOWN AS**

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SW1P

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AND

MARIE RIMMER

ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988
As amended by Part III, Chapter II of the Housing Act 1996

	This Tenancy Agreement is between: -	
Name of Landlord	<input style="width: 60%; border: 1px solid black;" type="text"/> (referred to hereafter as "the Landlord") (In the case of joint Landlords, the term 'Landlord' applies to each of them and the names of each joint Landlord should be written above. Each Landlord individually has the full responsibilities and rights set out or implied in this Agreement.)	
Address of Landlord	<input style="width: 90%; border: 1px solid black;" type="text"/>	
Name of Tenant/s	Marie Rimmer (referred to hereafter as "The Tenant")	
Address of Tenant	<input style="width: 90%; border: 1px solid black;" type="text"/>	
Address of the Tenancy	<input style="width: 60%; border: 1px solid black;" type="text"/>	SW1P <input style="width: 20px; border: 1px solid black;" type="text"/> (referred to hereafter as "The Premises")
Tenancy Commencement Date	The Tenancy is an Assured Shorthold Tenancy and is granted for a fixed term of 12 Calendar months and commences on 13th April 2015 and will end on 12th April 2016 . The terms of this Tenancy are as set out in this Agreement.	
Description of The Premises	The Premises to be occupied by the tenant/s is an Single floor apartment on fourth floor which comprises exclusive use of: 1 x reception room, dining area and kitchen 1 x bathroom 1 x bedroom 1 x hallway 1 x storage cupboard in common area 1 x car parking space numbered 7 in courtyard (subject to restrictions in availability and access outside the Landlord's control)	
Furniture and Fittings	The Premises are equipped as detailed on the inventory attached as Schedule I of this Agreement (and shared use of the following communal facilities):- Ground floor entrance hall, stairwells, lift and 4th floor hallway.	

GENERAL TERMS

	1. It is agreed as follows
Payment for the premises	The calendar monthly rent for the premises at the date of this Agreement is: Rent: £1670.00 per calendar month Service Charge: £205.00 per calendar month
Rent payment	Cleared payments to be made in advance of the 10th day of each month to the Landlord's bank account: Bank: [Empty box] Account No: [Empty box] Sort Code: [Empty box] Account Name: [Empty box] Reference for standing order: [Empty box] The rent must be paid by standing order.
Interest payable on overdue rent	Interest of 3% above the Bank of England's base rate will be payable on any rent which is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid
Deposit	Prior to the start of the tenancy, the tenant to pay a deposit of £2500 to the Landlord for the purposes detailed in the section of this agreement relating to Deposit. The Landlord will register the deposit with the Tenancy Deposit Scheme and provide the tenant with a copy of the certificate issued.
Changes in Rent	The Landlord may increase or decrease the rent by providing written notice to the Tenant specifying the rent proposed. The Landlord shall give not less than 28 days notice of any increase or decrease and it shall not take effect within twelve months of the last increase or the commencement of this Tenancy. The service charge may be reviewed not more than twice in any one year. The Landlord shall give the Tenant not less than 28 days written notice of any change.
Service of Notices	(i) Notice is hereby given in accordance with section 48 of the Landlord and Tenant Act 1987 that the address of the Landlord for the receipt of legal notices and any other communication arising from this Agreement is: [Empty box] (ii) Any legal notice, or any other communication arising from this Agreement, shall be validly served upon the Tenant if posted or delivered to the Premises.
Altering the Agreement	With the exception of any changes in rent, this Agreement may only be altered by the agreement in writing by both the Tenant and the Landlord.

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THE LANDLORD'S OBLIGATIONS

2. The Landlord agrees:-

Possession	To give the Tenant possession of the premises at the commencement of the Tenancy.
Tenant's Right to Occupancy	<p>Not to interrupt nor interfere with the Tenant's right to peaceful enjoyment of the Premises except where:</p> <ul style="list-style-type: none"> (i) Access is required, subject to reasonable notice, to inspect the condition of the premises, or to carry out repairs or other works on the premises or adjoining property; or (ii) the Landlord is entitled to possession at the end of the Tenancy, or (iii) a court has issued a Possession Order to the Landlord, or (iv) the Tenant has ceased to reside in the premises and a Notice to Quit has been validly served on the premises.
Repair of Structure and Exterior	<p>To keep in repair in accordance with Section 11 obligations, the structure and exterior of the Premises including:</p> <ul style="list-style-type: none"> (i) Drains, gutters and external pipes. (ii) The roof. (iii) Outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decoration, (iv) Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not in any case including internal painting and decoration. (v) Chimneys, chimneystacks and flues but not including sweeping, (vi) Pathways, steps or other essential means of access, (vii) Plasterwork. (viii) Integral stores, (ix) Boundary walls and fences.
Repair of Installations	<p>To keep in repair and proper working order in accordance with Section 11 obligations, any installations provided by the Landlord for space heating, water heating and sanitation and for the supply of water, gas and electricity including –</p> <ul style="list-style-type: none"> (i) Basins, sinks, baths, WCs, flushing systems and waste pipes. (ii) Electric wiring including sockets and switches, gas pipes and water pipes. (iii) Water heaters, fireplaces, fitted fires and central heating installations. (iv) 1 smoke alarm to each floor of the dwelling including new batteries at each new tenancy
Repair of Common Parts	To take reasonable care to keep the common passageways, and any other common parts, in reasonable repair and fit for use by the Tenant and relevant other occupiers in adjacent properties, and visitors to the Premises.

Repair of furniture and fittings	To keep in proper working order all those items of furniture and fittings supplied by the Landlord listed in the Inventory shown in Schedule I of this Agreement.
Utility indemnity	To pay and indemnify the Tenant against all assessments and out goings in respect of the Premises (except the water rate, council tax, collective community charge, supply of gas, electricity, telephone and television).
Decorations	To decorate external/communal parts of the Premises as required to keep them in a good decorative order.

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THE TENANT'S OBLIGATIONS

	3. The Tenant agrees:-
Possession	To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let any part or whole of the Premises.
Rent	To pay the rent (and service charge) as stated in this Agreement calendar monthly commencing on 13th April 2015 and calendar monthly thereafter;
Payment of Utilities/Council Tax/Use of Telephone	<p>(a) To pay all charges for gas, electricity, sewerage and water consumed during the occupation of the premises.</p> <p>(b) Where applicable, to pay fairly apportioned standing charges, relating to consumption of gas, electricity, sewerage, water, telephone and telecommunication charges.</p> <p>(c) To observe and perform any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay Council Tax</p> <p>(d) Where applicable, to pay for a television licence, telephone connection charges and all telephone calls made during the occupation of the premises.</p>
Use of Premises	To use the Premises for residential purposes of the Tenant only and not to operate any business, profession or trade of any kind at the Premises or allow them to be used for any illegal, immoral or disorderly purposes.
Nuisance	Not to cause nuisance, nor allow members of the Tenant's household or invited visitors or other occupiers to cause a nuisance, annoyance or danger to other persons in the neighbourhood or to any agent or contractor of the Landlord.
Racial & other harassment	Not to commit or allow members of the Tenant's household or invited visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexuality or disability which may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any agent or contractor of the Landlord.
Violence/threats of violence	Not to commit or threaten or allow members of the Tenant's household or invited visitors to commit or threaten any form of violence - verbal or physical - or any form of harassment to any persons in the neighbourhood or to any agent or contractor of the Landlord.

Noise	Not to play or allow to be played anything that emits sound so loudly so as to cause a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the Premises between the hours of 11.00pm and 7.30am.
Repairs to Vehicles	Not to carry out repairs on any cars or vehicles anywhere on the Landlord's property, except minor routine repairs, and not in any event to leave any part or parts of the vehicle on the Premises and surrounding areas, and not to cause nor allow any spillage of oil, petrol or other fluids.
Pets	<p>No animals are to be kept at the Premises for any reason other than those used for specific purposes, for example, a guide dog for the blind – other than at the discretion of the Landlord for which written consent must firstly be obtained. This written consent can subsequently be withdrawn by the Landlord at any time.</p> <p>If consent is given, it is on condition that the pet is kept under control and does not cause nuisance to others in the neighbourhood and does not cause any damage to the Premises. Any damage or nuisance caused is wholly the responsibility of the Tenant.</p>
Internal Decoration	Not to carry out internal decorations to the Premises without the previous written consent of the Landlord.
Not to Alter the Premises	Not to alter the Premises, or to alter/install electrical or other services without the previous written consent of the Landlord.
Communal Areas	<p>Where applicable, to share responsibility with other residents to keep the communal areas in a clean and fit condition.</p> <p>To ensure that the communal areas are kept free from any obstructions and not used to store any items, however temporarily.</p>
Care of External Areas	<p>To keep and maintain any front, side and rear external areas to the Premises in a reasonably tidy condition and standard, and at least as good as it was at the commencement of the Tenancy.</p> <p>Not to use these areas for dumping rubbish except in a proper dustbin or other container for this purpose.</p>
Reporting Disrepair	To report to the Landlord promptly any disrepair or defect for which the Landlord is responsible in the structure, exterior or interior of the Premises or in any installation therein or in the external areas including – if applicable, any common parts - or any disrepair or defects in the fixtures, fittings or furniture.

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Damage	<p>Not to cause any damage or alterations to the Premises – including any communal areas if applicable - the Landlord's fixtures, furniture or effects and not to remove any of them from the Premises.</p> <p>To make good, or pay for any damage to the Premises - including any communal areas if applicable - or the Landlord's fixtures, fittings and furniture caused by the Tenant or any member of the Tenant's household or any visitor to the Premises, fair wear and tear excepted; and to pay any costs incurred by the Landlord carrying out such work in default.</p>
State and Condition	<p>To leave the Premises in the same clean state and condition as it was at the beginning of the Tenancy.</p> <p>Note of the condition of the premises and an inventory are attached to this Agreement. The Premises, fixtures, furniture and effects must be left in a comparable condition at the end of the Tenancy – fair wear and tear excepted.</p>
Access	<p>To allow access by the Landlord and any agents/contractors acting on behalf of the Landlord at all reasonable times of the daytime to inspect the condition of the Premises, or to carry out repairs or other works to the Premises – or adjoining Premises, if applicable.</p> <p>Twenty-four hours will normally be provided for such access, although immediate access may be required in the event of an emergency.</p>
Roadways	<p>Not to block local roadways and other vehicular access and to keep them and car parking spaces clear of unroadworthy vehicles and other obstructions.</p>
Overcrowding	<p>Not to allow more than four persons to reside at the Premises.</p>
Lodgers and Sub-Letting	<p>Not to take in any lodgers.</p> <p>Not to grant a sub-tenancy of the whole or any part of the Premises.</p>
Insurance	<p>Not to do or suffer to be done on the Premises anything which may invalidate the insurance of the Premises against fire, or otherwise increase the ordinary premium for such insurance.</p>
Health and Safety	<p>To comply with any Health, Safety or Fire Advice given by the Landlord and not to engage in conduct which is likely to endanger the Tenant's/Tenant's household own health or safety or that of any other person in the neighbourhood or visiting the Premises.</p>
Gas Cylinders	<p>Not to use or keep on the Premises, mobile gas heaters, gas cylinders, oil burning appliances, paraffin or petrol.</p>
Absence from the Premises	<p>To inform the Landlord in advance if the Tenant is, or expects to be, absent from the Premises for 28 days or more.</p>

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TERMINATION OF AGREEMENT

Moving Out of the Premises	<p>To give the Landlord at least four weeks notice, in writing, when the Tenant wishes to end the Tenancy.</p> <p>To give the Landlord vacant possession and return all the keys of the Premises at the end of the Tenancy or sooner.</p> <p>To remove all personal possessions, including any furniture, and rubbish and leave the Premises and the Landlord's fixtures and fittings in a clean and tidy state and in good condition and repair.</p> <p>To pay for professional cleaning of all areas of the premises, carpets, upholstery, furnishings and fixtures and fittings to a level comparable to the start of the tenancy.</p> <p>The Landlord accepts no responsibility for anything left in the Premises by the Tenant at the end of the Tenancy.</p> <p>Any belongings that have not been removed on the day of tenancy termination will be disposed of within 30 days in accordance with the Torts (Interference with Goods) Act 1977.</p>
Location of Furniture	<p>To leave the fixtures, furniture and effects detailed in the Inventory at the end of the Tenancy in the rooms or places in which they were at the beginning of the Tenancy.</p>
Washing Linen	<p>If applicable, to pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing or pressing) of all blankets and curtains which have become soiled during the Tenancy – allowance for reasonable use given.</p>

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THE DEPOSIT

Deposit	<p>The Tenant to pay a deposit of £2500 which the landlord will protect in the following Government approved tenancy deposit protection scheme.</p> <p>The Tenancy Deposit Scheme PO Box 1255, Hemel Hempstead, Herts, HP1 9GN</p>
Deposit terms	<ul style="list-style-type: none"> (i) No interest is payable (ii) Within 30 days of payment the Landlord will provide the Tenant with a certificate or other document confirming the registration of the deposit with The Tenancy Deposit Scheme
Deductions	<p>The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:</p> <ul style="list-style-type: none"> (i) except for fair wear and tear, to make good any damage to the Premises, the Common Parts or any of the items listed in the inventory caused by the Tenant's failure to comply with the Tenant's obligations under this agreement; (ii) to replace any items listed in the inventory which are missing from the Premises at the end of the Tenancy; (iii) to pay any rent which remains unpaid at the end of the Tenancy; (iv) to pay any service or utility charges which remains unpaid at the end of the Tenancy; (v) where the Tenant has failed to comply with this agreement, to cover the reasonable removal, storage and disposal costs incurred by the Landlord; (vi) where the Tenant has failed to comply with this agreement, to pay the reasonable cleaning costs incurred by the Landlord to remedy that failure; (vii) where the Tenant has failed to comply with the obligations in this agreement to recover any reconnection charge paid by the Landlord; (viii) where the Tenant has made any addition or alteration to the Premises or has redecorated the Premises without the Landlord's prior written consent, to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.
Repayment	<p>The Landlord will inform the Tenant within 21 days of the end of the Tenancy if they propose to make any deductions from the deposit. If there is no dispute over any deductions the Landlord agrees to repay the deposit within 10 days of the Landlord and Tenant agreeing the allocation of the Deposit.</p> <p>If the Tenant has dispute about any proposed deductions, the Tenant will inform the Landlord within 21 days of notification of such. If after 21 days following notification of a dispute and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Tenant and Landlord over the allocation of the Deposit the dispute will be submitted to an Independent Case Examiner appointed by the Tenancy Deposit Scheme. All parties agree to cooperate with the adjudication.</p> <p>The statutory rights of the Landlord and Tenant to take legal action through the County Court remain unaffected by the conditions of this agreement.</p>

THE TENANT'S RIGHTS

	The Tenant has the following rights:-
Right to Occupy	The Tenant has the right to occupy the Premises without interruption or interference from the Landlord for the duration of this Tenancy (except for the obligation to give access to the Landlord, Landlord's agents/contractors contained in this Agreement) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and surrounding neighbours.
Security of Tenure	<p>The Tenant has security of tenure as an Assured Shorthold Tenant for the duration of the Tenancy so long as the Tenant occupies the Premises, as the Tenant's only or principal home.</p> <p>So long as the Tenancy remains an Assured Shorthold Tenancy, the Landlord may end it only by obtaining a court order for possession of the Premises:</p> <ul style="list-style-type: none"> (iii) On one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996); or (iv) Because the Landlord has served two months notice requiring possession of the Premises; such notice not to expire within six months of the commencement of the Tenancy.
Cessation of Assured Shorthold Tenancy	If the Tenancy ceases to be an Assured Shorthold Tenancy the Landlord may end the Tenancy by giving four weeks notice in writing to the Tenant.
Right to Consultation	The Landlord will consult the Tenant before making changes in matters of House Management or Maintenance that are likely to have a substantial effect on the Tenant.

THE INVENTORY

Inventory	The Landlord, or someone acting on behalf of the Landlord, has prepared an inventory and/or report of condition. It is attached to this agreement (see Schedule 1).
Acceptance	Unless the Landlord receives written comments on or amendments to the inventory and/or report of condition within 14 days of the start of the Tenancy, the Tenant shall be taken as accepting the inventory and report of condition as a full and accurate record of the condition of the Premises and its contents.
Amendments	The Landlord will ensure that any comments or amendments received from the Tenant under clause are attached to the inventory and/ or report of condition annexed to this agreement.
Check out	The final inventory Check-out report is payable by the outgoing tenant.
Keys	<p>The landlord will supply one set of door keys and one car park access fob.</p> <p>The Tenant will not cut or allow to be cut any additional keys to the Premises without first obtaining written consent of the Landlord or the Landlord's Agent.</p>

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[Redacted]

Signed by the Landlord: [Redacted]

Date: 18/4/2015

Signed by the Tenant/s..... [Redacted]

Date: 18/4/15

For independent advice about this Agreement, you should contact your local Citizens Advice Bureau, Housing Advice Centre or solicitor.

HR

MEK