

# TENANCY AGREEMENT

## Important Notice

This document contains the Terms of the Tenancy of  It sets out the promises made by the Tenant and the Landlord to each other.. **You should read this document carefully and thoroughly.**

You should also ask to be shown a copy of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

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

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

Initials  (Landlord)

S.D. Tenant


**THIS AGREEMENT IS MADE on the**

**20th Day of May 2013**

**Definitions and Interpretation**

1. "Landlord" means anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who subsequently owns the Premises.
2. "Tenant" means anyone entitled to possession of the Premises under this Agreement.
3. "Joint and several" means when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.
4. "Agent" means The Association has appointed Hertford Housing of Dinwiddy House, 189 - 205 Pentonville Road, London, N1 9NF to manage the Premises on the Association's behalf, or anyone who subsequently takes over the rights and obligations of the Agent.
5. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.
6. "Fixtures and Fittings" means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
7. "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 shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition which will be given to the Tenant at the start of the Tenancy after the check in of the Inventory and Schedule of Condition if applicable.
8. "Term" or "Tenancy" means any extension or continuation of the contractual Tenancy or any periodic Tenancy arising after the expiry of the original Term.
9. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.
10. "stakeholder" means that deductions can only be made from the Deposit by the Agent at the end of the Tenancy with the written consent of both parties.
11. "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
12. "Stamp Duty Land Tax" means the duty payable by the Tenant to the Stamp Office on the signing of this Agreement if the Rent exceeds the threshold after deduction of the discount. Further information can be obtained from the Inland Revenue website on [www.hmrc.gov.uk/so](http://www.hmrc.gov.uk/so).

Initials  (Landlord)

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13. "Superior Landlord" means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.
14. "Head Lease" means the promises your Landlord has made to his Superior Landlord set out in the Head Lease. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
15. "Inventory Clerk" means the individual hired by the Landlord/Agent to carry out the Inventory check in and Inventory check out.
16. "Household" mean members of the same family including married couples, same sex partners and related persons.
17. References to the singular include the plural and references to the masculine include the feminine.
18. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
19. Any obligation of the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any other person or persons to do or not to do that thing.
20. The headings used in the Agreement do not form part of the Terms and Conditions or Obligations for either the Landlord or Tenant and are for reference purpose only.

Initials:

(Landlord)

8.9 Tenant

The Parties to this Agreement

**THIS AGREEMENT IS MADE BETWEEN**

A. **Sanctuary Housing Association** (the "Association")  
of Sanctuary House, Chamber Court, Castle Street, Worcester, WR1 3ZQ  
(**"the Landlord"**)

**AND**

B. **Simon Christopher Danczk**  
of   
(**"the Tenant"**)


**AND IS MADE IN RELATION TO PREMISES AT:**

(**"the Premises"**)

The Main Terms of the Tenancy

1. **Term of Tenancy.**  
The Landlord lets to the Tenant the Premises for a period of **12 Months**. The Tenancy shall start on (and include) the **20<sup>th</sup> May 2013** and shall end on (and include) the **19<sup>th</sup> May 2014** but subject to clause but subject to clause 33.1 and 33.2.
2. **The Rent.**  
The Tenant shall pay to the Landlord **£2080.00** per month, payable in advance. The first payment shall be made on the **1<sup>st</sup> June 2013**. Thereafter, payments shall be made on the **1<sup>st</sup> of each month** but subject to clause 32. **A rent free period has been granted from 20<sup>th</sup> May 2013 to 31 May 2013.**
3. **The Deposit.**  
The Tenant shall pay to the Agent on the signing of this Agreement, **£2880.00** to the Association. The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:  
**My Deposits**, 3rd Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ
4. **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.
5. **Type of Tenancy**  
This Agreement falls outside the scope of the Housing Act 1988, and is therefore not an Assured Shorthold Tenancy.

Initials  (Landlord)

 Tenant




### Dealing with the Deposit

*The following clauses set out:*

- *what the Landlord will do with the Deposit monies paid by the Tenant under clause 3 above;*
- *what the Tenant can expect of the Landlord or the Agent when the Landlord or the Agent deals with the Deposit;*
- *the circumstances in which the Tenant may receive less than the sum paid to the Landlord or the Agent as a Deposit at the conclusion of the Tenancy; and*
- *the circumstances in which other monies may be requested from the Tenant.*

- 6.1. The 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.
- 6.2. After the Tenancy the Landlord or the Agent is entitled with the written consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 6.6 of this Agreement. If more than one such deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed in clause 6.6.
- 6.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 6.4. At the end of the Tenancy the Agent shall return the Deposit (subject to any deductions made under the Agreement) within 30 days of the end of the Tenancy except in the case of dispute. If there is more than one Tenant, the Landlord may return the Deposit by cheque to any one Tenant, at his sole discretion, at his last known address.
- 6.5. If the amount of monies that the Landlord is entitled to deduct from the Deposit under the Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.
- 6.6. The Landlord may deduct monies from the Deposit (as set out in clause 6.2) so as to compensate the Landlord for losses caused for any or all of the following reasons:
  - any damage to the Premises and Fixtures and Fittings caused by the Tenant or resulting from any breach of the Terms of this Agreement by the Tenant;
  - any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence as set out in clause 16.3);
  - 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 by the local authority;
  - any other breach by the Tenant of the terms of this Agreement;
  - any installment of the Rent which is due but remains unpaid at the end of the Tenancy;
  - any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
  - any unpaid council tax;
  - any unpaid telephone charges.

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 Tenant

- 6.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord or the Agent holds the Deposit or any part of it.
- 6.8. If the Landlord sells or transfers his interest in the Premises the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser or transferee. The Landlord shall then be released from any further claim or liability in respect of the Deposit or any part of it.

### Obligations of the Tenant

*The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms above. If any of these terms are broken, the Landlord may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the courts permission to have the Tenant evicted from the Premises, because of the breach.*

#### **General**

- 7.1. To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definitions.

#### **Paying Rent**

- 8.1. To pay the Rent as set out in clause 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by Standing Order to The Rent shall be paid by the Tenant by **Standing Order** to Bank Sort Code , Account Number , in the name **Sanctuary Housing Association**
- 8.2. To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid. Interest will be charged at 4% above the base rate of the Bank of England..

#### **Further Charges to be paid by the Tenant**

- 9.1. To pay the council tax (or any similar charge which replaces it) in respect of the Premises either directly to the council, or by paying that sum to the Landlord where the Landlord has paid that sum to the council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 9.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:
- gas;
  - water (including sewerage and other environmental services);
  - electricity;
  - other fuels;
  - telecommunications.
- 9.3. To pay to the Landlord all reasonable costs and expenses incurred by the Landlord or his Agent or awarded by the Court in:
- 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 or not court proceedings are brought.
  - telecommunications.

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 Tenant

- 9.4. To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonored or if any other payment is withdrawn.
- 9.5. To pay the television license regardless of the ownership of the television set.
- 9.6. To pay the cost of a check out of the Inventory and Schedule of Condition listing the condition of the Premises and the Fixtures and Fittings in the Premises at the end or earlier termination of the Tenancy.
- 9.7. **Intentionally omitted**
- 9.8. **Intentionally omitted**
- 9.9. **Intentionally omitted**
- 9.10. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant, his family, or his visitors.

**The Condition of the Premises: Repair, Maintenance and Cleaning**

- 10.1. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same repair, 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 residing, sleeping in or visiting the Premises;
  - repairs for which the Landlord has responsibility (these are set out in clause 26.3 of this Agreement).
- 10.2. To inform the Landlord promptly as soon as the Tenant is aware of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 26.3 of this Agreement by delivering or posting a written notice to this effect to the Landlord's address (as set out in clause 30.1).
- 10.3. To keep the Premises and Fixtures and Fittings reasonably clean and tidy throughout the Term.
- 10.4. To clean to a good standard, or pay for the professional cleaning of the Premises 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 stated in the Inventory and Schedule of Condition.
- 10.5. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 10.6. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 10.7. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 10.8. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant his family or visitors.

Initials:  (Landlord)

S.D. Tenant


- 10.9. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost provided the pipes and installations were adequately insulated at the start of the Tenancy.
- 10.10. To replace all electric light bulbs, fluorescent tubes and fuses.
- 10.11. To make good, or pay for, any failure by the Tenant to comply with the obligations set out in this Agreement.
- 10.12. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing except in the case of an emergency) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- 10.13. To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 10.14. To take all reasonable precautions to prevent condensation by keeping the Premises ventilated and heated.
- 10.15. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 10.16. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 10.17. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.

#### Insurance

- 11.1. Not to do or fail to do anything or allow any other person to do or fail to do anything that leads to the policy of insurance on the Premises, Fixtures and Fittings not covering, (in full or in part) the losses otherwise covered by the policy. The relevant sections of the certificate and policy of insurance held by the Landlord may be inspected by the Tenant prior to signing this Agreement and thereafter on reasonable notice being given.
- 11.2. To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with clause 11.1 of this Agreement.
- 11.3. To promptly inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings and to provide the Landlord or his Agent with written details of such loss or damage within three days of that loss or damage having occurred
- 11.4. To insure the belongings of the Tenant with a reputable insurer. **The possessions of the Tenant are not covered by the Landlord's insurance policy**

#### Access and Inspection

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 -Tenant

12.1. To allow the Landlord, the Agent, his agent, contractors, or authorised professional advisers to enter the Premises upon giving at least 24 hours notice in writing with or without workmen and with all necessary equipment. The Tenant is only required to allow such access when:

- the Tenant has not complied with a written notice under clause 10.12 of this Agreement and the Landlord wishes to enter the Premises in accordance with that clause;
- the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 26.3 of this Agreement);
- a professional adviser has been appointed by or authorised by the Landlord, or the Agent to visit or inspect the Premises;
- the safety check of the gas appliances is due to take place;
- the Landlord or the Agent wishes to inspect the Premises.

12.2. To permit the Premises to be viewed at all reasonable times by prior mutually acceptable appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) a prospective purchaser or tenant of the Premises.

12.3. To allow the Landlord to erect "for sale" or "to let" signs at the Premises.

#### **Assignment**

13.1. 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 prior consent, which shall not be unreasonably withheld.

13.2. Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant in this Agreement and any permitted children or personal staff to occupy or reside in the Premises unless the Landlord has given consent, which shall not be unreasonably withheld.

#### **Use of the Premises**

14.1. To use the Premises only as a private residence for the occupation of the Tenant, his immediate family and personal staff, and not for business purposes.

14.2. To agree that the Premises are let on the condition that they are occupied by no more than four occupiers including children unless those occupiers form a Household. If the Tenant wishes to have more than four occupiers from more than one family group within the Premises the Tenant must gain the Landlord's written consent. If there are more than four occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a court order for possession of the Premises as he may be in breach of his statutory obligations.

14.3. Not to register a company at the address of the Premises.

14.4. Not to run a business from the Premises.


14.5. Not to use the Premises for any illegal or immoral purpose.

14.6. Not to hold or allow any sale by auction at the Premises.

14.7. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.

14.8. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises. If in breach of this clause there is smoking in the Premises the Tenant agrees to pay for the washing down of the walls, cleaning of carpets, curtains and any other Fixtures and Fittings and any redecoration required to rid the Premises of the odour of nicotine.

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 Tenant



- 14.9. Not to use the Premises or allow others to use the Premises so as to cause a nuisance, annoyance or cause damage to the Landlord or to any neighbouring, adjoining or adjacent property or owners or occupiers of them. This shall include any nuisance caused by noise.
  - 14.10. Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.
  - 14.11. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place them within or outside the Premises that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
  - 14.12. Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.
  - 14.13. To meet all costs of installation, removal and repair of any damage done either as a result of a breach of clause 14.12 or if the Landlord has given consent to any installation.
  - 14.14. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.
  - 14.15. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
  - 14.16. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.
  - 14.17. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.
- Utilities**
- 15.1. To notify the suppliers of gas, water, electricity and telephone services to the Premises that this Tenancy has started and to apply for the accounts for the provision of those services to be sent in the name of the Tenant.
  - 15.2. Not to or consent to anyone else tampering, interfering with, altering, or adding to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
  - 15.3. To inform the Landlord of any change of telephone number within seven days of the Tenant being given the new number.
  - 15.4. To inform the Landlord or the Agent within seven days of a utility account being transferred to a new supplier. To provide the name, address and account number of the new supplier within seven days of transfer.
  - 15.5. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
  - 15.6. To pay to the Landlord all costs incurred in the re-connection of any such service (including any arrears of payment) following disconnection of such services whether caused by the Tenant's failure to comply with clause 10.12 or by anything done or not done by the Tenant.
  - 15.7. 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.

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 Tenant

- 15.8. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 15.9. 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 set out in clause 15.1 and to the local authority.

**Animals and Pets**

- 16.1. Not to keep any animals reptiles, fish, or birds whether domestic or otherwise in the Premises without the prior written consent of the Landlord which may be withdrawn upon giving reasonable notice.
- 16.2. If any animal or other pet is kept either with or without consent being given under clause 16.1 to pay for the Premises to be professionally cleaned by a pest control company with de-infestation cleaner, to rid the Premises of fleas, at the end of the Tenancy in addition to any obligation under clause 10.4 of this Agreement. The Tenant will be liable to compensate the Landlord for any losses suffered due to the presence of fleas in the Premises.

**Leaving the Premises Empty**


- 17.1. To notify the Landlord before leaving the Premises vacant for any continuous period of 21 days or more during the Tenancy.
- 17.2. To comply with any conditions set out in the Landlord's policy of insurance relating to empty Premises, a copy of which is attached or may be seen upon request. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 17.1 of this Agreement.

**Locks**

- 18.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 18.2. To set the burglar alarm (if applicable) when the Premises are vacant.
- 18.3. To pay 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.
- 18.4. Not to install or change any locks in the Premises without the prior consent of the Landlord, except in an emergency.
- 18.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord of the number of additional keys cut.
- 18.6. To return all keys including any additional keys to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).
- 18.7. To pay to the Landlord the reasonable cost of replacing the locks to the Premises where any keys given to the Tenant or subsequently cut are not returned to the Landlord, or the Agent at the end of or earlier termination of the Tenancy
- 18.8. To return all remote controls, or other security devices to the Landlord or the Agent at the end of the Tenancy whether before or after the Term of this Agreement.
- 18.9. To pay for the cost of replacement of any remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

**Garden**

Initials:  (Landlord)

 Tenant

- 19.1. To keep the garden in the same condition and style as at the commencement of the Tenancy.
- 19.2. To keep the borders, paths, and patios, if any, weeded.
- 19.3. To cut the grass regularly during the growing season.
- 19.4. To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden.
- 19.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.

#### **House Plants and Annual Plants**

- 20.1. For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plants or annual plants that have been left in or on the Premises which have died.

#### **Car Parking Space**

- 21.1. To park private vehicle(s) only at the Premises.
- 21.2. To park in the space, garage or driveway if applicable allocated to the Premises. .
- 21.3. To keep any garage, driveway, or parking space free of oil and other fluids and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 21.4. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 21.5. Not to park any vehicle at the Premises that is not in a road worthy condition and fully taxed.

#### **Refuse**

- 22.1. To remove or pay for the removal of all rubbish from the Premises during and at the end of the Tenancy.
- 22.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 22.3. To dispose of all refuse through the services provided by the local authority.

#### **Notices**

- 23.1. To forward promptly any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon any notice, order, or proposal coming to the attention of the Tenant.
- 23.2. To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time of receipt.

#### **Inventory and Checkout**

- 24.1. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within seven days of the commencement date with any written amendments or notes.
- 24.2. To agree that if the check-in of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Premises and will be

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used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 24.1 above is not returned to the Landlord or the Agent.

- 24.3. 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.
- 24.4. To accept that if either the Tenant or his agent does not attend a second appointment a check out report will be prepared by the Inventory Clerk, Landlord, or Agent at that time, although the Tenant is not bound to accept the report.

#### Further Conditions to be Kept by the Landlord

*The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Agreement. If any of these obligations are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.*

#### **Quiet Enjoyment**

- 26.1. 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.

#### **Consents**

- 26.2. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).

#### **Statutory repairing Obligations**

- 26.3. 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 good order:
- (a) the structure of the Premises and exterior (including drains, gutters and pipes);
  - (b) certain installations for the supply of water, electricity and gas;
  - (c) sanitary appliances including basins, sinks, baths and sanitary conveniences;
  - (d) 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 or the Occupier as set out in clause 10.2. Where the Tenant or the Occupier carries out work that would otherwise fall to be done by the Landlord under this clause, the Landlord will only repay the reasonable costs when the work was carried out as an emergency.
- 26.4. 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 in clause 26.3 above.

#### **Insurance**

- 26.5. To insure the Premises and the Fixtures and Fittings under a general household policy with a reputable insurer.
- 26.6. To provide a copy of the relevant sections of the insurance certificate and Policy to the Tenant within a reasonable time of any written request.

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**Other Repairs**

- 26.7. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, visitors or contractors.

**Safety Regulations**

- 26.8. 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.
- 26.9. 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.
- 26.10. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 26.11. To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

**Head Lease**

- 26.12. Intentionally omitted
- 26.13. Intentionally omitted
- 26.14. Intentionally omitted
- 26.15. Intentionally omitted

**Other Taxes**

- 26.16. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

**Possessions and Refuse**

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

**Inventory and Check Out**


- 26.18. Intentionally omitted
- 26.19. Intentionally omitted

**Interrupting or Ending this Agreement**

*The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.*

**It is further agreed between the parties:**

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### Ending the Tenancy and Forfeiture

27.0. Any of the grounds set out as Grounds 8 or 10-15 (inclusive) (which relate to breach of an obligation by the Tenant) contained in the Housing Act 1988 Schedule 2 apply

27.1. If at any time:

- (a) the Rent, or any part of the Rent remains unpaid for fourteen days after becoming due, whether formally demanded or not; or
  - (b) if any major agreement or obligation of the Tenant is not complied with;
  - (c) if the Premises are left vacant or unoccupied for more than 30 days without the Landlord's consent; or
  - (d) if the Tenant shall become bankrupt or insolvent or enter into a voluntary arrangement with its creditors or be made the subject of a winding-up order whether compulsory or voluntary;
- the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court bailiff or the High Court Enforcement Officer. When the Bailiff or the High Court Enforcement Officer enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

### Early Termination

27.2. If the Tenant vacates the Premises during the Term (unless according to the conditions of a break clause) the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires (or the Premises are re-let whichever is earlier, whether or not the Tenant chooses to continue occupying the Premises).

### Removal of Goods

27.3. The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord removes them from the Premises and stores them for a maximum of one month. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

27.4. The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

### Interruptions to the Tenancy

28.1. If the whole or part of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or a proportion of the Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors.

28.2. If the Premises are not or cannot be made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

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**Data Protection Act 1998**

- 29.1. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for administrative purposes during the Tenancy; that present and future addresses and contact details of the parties may be provided to each other, to utility suppliers, the local authority, contractors, any credit agencies, reference agencies, legal advisers any other interested third party and for debt collection; and given to the Inland Revenue or any person investigating a crime.

**Notices**

- 30.1. **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: Market Rent Team, Hindle House, Trinity Way, Adderbury, Oxfordshire, OX17 3DZ**
- 30.2. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 30.1, any notice or other communication which is delivered or posted to the Premises.
- 30.3. The provisions as to the service of notices are that 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 5pm 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 which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the 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 delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- 30.4. The provisions as to the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in clause 30.1 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 which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 30.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 30.1 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 two working days later, which excludes Saturdays, Sundays and Bank Holidays.


**Stamp Duty Land Tax**

- 31.1. The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.
- 31.2. The Tenant agrees to be responsible for the payment of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party if the Rent exceeds the threshold after deduction of the discount.

**Rent Increase**

32. The Landlord can increase the Rent every twelve months on the date on which the Tenancy began ("20 May 2013"). For the avoidance of doubt this means that the Rent will increase on **20 May 2014 yearly** then subsequently on the date stated each year. The increase is to be calculated according to the Landlord's estimate of a fair market rent. The Landlord must serve written notice on the Tenant in accordance with clause 30.3 at least two months' prior to the Rent Increase Date ("the Rent Increase Notice"). If the parties are unable to agree on an appropriate market Rent then either party may, within 28 days of the service of the Rent Increase Notice, request that the other

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party agree to the appointment of a surveyor, acting as expert, to determine an appropriate increase. In the event that the parties are unable to agree on the appointment of a surveyor then the President of the Royal Institute of Chartered Surveyors will be asked to appoint one from his panel. The surveyor's fees and the President's appointment fee to be shared equally by the parties.

**33. Special Clauses**

- 33.1 The Landlord may determine the Term by giving at least 2 calendar months notice in writing to the Tenant at the Premises to expire not earlier than twelve months after the commencement of this Agreement
- 33.2 The Tenants have the right to determine the Term by giving at least 2 calendar months notice in writing to the Landlord's agents Market Rent Team, Hindle House, Trinity Way, Adderbury, Oxfordshire, OX17 3DZ to expire not earlier than four months after the commencement date of this Agreement
- 33.3 The Tenant is not to keep animals, birds or any other pets on the premises or any other part thereof.
- 33.4 The Tenant is not to smoke in the property or in any communal areas.
- 33.5 It is hereby agreed that the number of occupants in the property will be limited to One for the duration of the tenancy.
- 33.6 It is hereby agreed that the number of occupants in the property will be limited to **One** for the duration of the Tenancy. This clauses supersedes point 14.2

-----END OF CLAUSES-----

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## Signatures to the Agreement

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

<b>SIGNED</b>		By, or for and on behalf of, the <b>LANDLORD</b>
<b>WITNESS'S SIGNATURE</b>		
<b>WITNESS'S NAME AND ADDRESS</b>		
<b>SIGNED</b>		<b>FIRST TENANT</b>
<b>SIGNED</b>		<b>SECOND TENANT</b>
<b>SIGNED</b>		<b>THIRD TENANT</b>
<b>WITNESS'S SIGNATURE</b>		
<b>WITNESS'S NAME AND ADDRESS</b>		

## IMPORTANT NOTE

Once this Agreement has been signed, the Tenant must pay for this Agreement to be stamped by the Stamp Office if the Rent exceeds the threshold of £125,000 after deduction of the discount. Failure to pay the duty could result in financial penalties. Further information can be obtained from the web site on [www.hmrc.gov.uk/so](http://www.hmrc.gov.uk/so) or by telephoning 0845 6030135.

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SD Tenant