



## AGENCY AGREEMENT

**Between** Rex Gooding LLP, 4 Albert Road, West Bridgford, Nottingham, NG2 5GS - OC317866 **and**

Landlord's name/s:	Mrs Harpin
Landlord's address:	The Priory, Priory Estate, Nun Monkton, York Y)26 8ES
Tel:	07971198048
E-mail:	steph@priory-estate.co.uk
Address of property to let:	See property list

This agreement forms the agreement between Rex Gooding LLP and the Landlord specified above. It sets out in conjunction with the Agent's information, the level of service required and selected by the Landlord and is reliant upon the information given to the Agent by the Landlord:

### Definitions:

- ◆ The "Landlord", "you", or "your" means the person or persons named above as Landlord of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- ◆ The "Agent", "we" or "us" means Rex Gooding LLP
- ◆ The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- ◆ The "Property" means the property noted above as the address of the property to be let including all outbuildings, grounds, fences, boundaries etc.

Whether a deposit is covered by this scheme can vary tenancy by tenancy and it can even change during a tenancy. We register all our deposits with the DPS custodial:

The DPS,

The Pavilions

Bridgwater Road

Bristol

BS13 8A

03303030030

<https://www.depositprotection.com/>



The following are applicable to all tenancies regardless of which deposit scheme is used:

## 1. Service levels

### 1.1 Let Only Service

- ◆ The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- ◆ The Agent will promote the Property in appropriate ways to find a suitable tenant for the Property.
- ◆ Additional services are available for a fee.
- ◆ The Agent will arrange for the legally required checking and paperwork for the Property. This may include a gas safety record, an energy performance certificate, mains electrical testing, portable appliance testing and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent.
- ◆ The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- ◆ Once a prospective tenant is found who is interested in the Property, they will be asked to complete an application form giving information about themselves.
- ◆ The Agent will then take references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- ◆ The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. For Let Only landlords the Landlord will be responsible for any further work needed under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972.
- ◆ On receipt of references the Agent will set up the necessary paperwork to let the property on an appropriate tenancy or licence.
- ◆ The Agent will sign up the Tenant and collect any money due, giving the Tenant copies of appropriate paperwork.
- ◆ If a deposit has been collected and requires protection under the Housing Act 2004 rules then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not get evidence within 10 days, we will protect the deposit in the custodial scheme to protect you. We will not, however, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the tenancy.
- ◆ For Let Only Service landlords, the Agent will then send the Landlord the funds, less expenses, and the paperwork. This element does not apply to the following levels of service:

### 1.2 Our Letting and Rent Collection Service

In addition to the Let Only Service items:

- ◆ The Agent will use its best endeavours at all times to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- ◆ The Agent agrees that for the Letting and Rent Collection Service the Agent will accept responsibility for the ongoing Immigration Act and the Immigration (Hotel Records) Order 1972 checks that may be needed during the Term of the tenancy.



- ◆ If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra 1% including VAT will be charged on the normal commission to cover the cost of the extra work involved.

### 1.3 Full Management Service

In addition to the Letting and Rent Collection Service items:

- ◆ The Agent will use its best endeavours to arrange minor repairs, general maintenance and replacements to the property without necessarily consulting the Landlord beforehand up to the limit agreed in writing upon giving instruction, (or up to the value of one month's rent where no figure has been specifically agreed). The Agent will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- ◆ The Agent will make periodic visits to the property and send a report to the Landlord but such visits and reports can only be regarded as general oversight of the Property and its care by the Tenant. The Agent does not accept responsibility for any actual variance between the report and the items reported upon. The Agent will liaise with the Tenant on all day to day matters arising.
- ◆ The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the timescale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on the Landlord's instructions.

### 1.4 All levels of service

- ◆ The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will in particular, inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- ◆ The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- ◆ The Landlord agrees to indemnify the Agent (refund to the Agent) for all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.
- ◆ If the Agent feels it will provide better service, the Agent can arrange to instruct other agents to assist in the marketing of the Property. This will be at no additional cost to the Landlord unless specifically agreed and confirmed in writing.

## 2. The Landlord agrees and confirms:

- 2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That the Agent is appointed as agent for the Landlord of the Property.
- 2.3 That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the



Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts, omissions or breach of contract.

- 2.4 That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.
- 2.5 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.6 That the Property will be clean prior to letting and any garden will be neat and tidy for the season.
- 2.7 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of, and consents to, the letting of the Property.
- 2.8 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.9 That if the Property is leasehold, the Landlord will obtain any necessary consent from the freeholder and/or the property management company for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
- 2.10 That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
- 2.11 That the property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room where necessary, and if this is not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.
- 2.12 That the Landlord(s) confirm that they are not subject to a Banning Order and have not been entered onto the database established by the Housing and Planning Act 2016.

### 3. The Agent:

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.
- 3.2 Is not liable for any loss or damage arising from the defective work, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.
- 3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- 3.11 The Agent will arrange for periodic testing of electrical appliances to ensure compliance with the Consumer



Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.

#### 4. Financial matters:

- 4.1 The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.
- 4.4 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law and rental market permits.
- 4.5 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf in accordance with the Scale of Charges below. Details of such income received by the Agent can be provided to the Landlord on request.
- 4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.7 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.
- 4.8 Where the Tenant is in receipt of benefits, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund benefits.
- 4.9 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.10 The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.11 If a holding deposit, as permitted by the Tenant Fees Act 2019, is held by the agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 4.12 The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
  - 4.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
  - 4.12.2 If the deposit is to be held by the Agent it will be held in the Agent's client account until the Tenant has vacated and the move out inspection is concluded.
  - 4.12.3 Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.
  - 4.12.4 The Agent will try and assist in resolving any dispute (dependant on the service selected)
  - 4.12.5 During a dispute the liability to pay for cleaning, repairs etc. will remain with the landlord. Any award made to the landlord post-adjudication will be paid over once received.
  - 4.12.6 If the deposit is required to be protected by the Housing Act 2004 then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.



- 4.12.7 If the deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.
- 4.12.8 For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.
- 4.13 The Landlord will repay any overpaid rent paid following the expiry of a section 21 notice served by the Landlord which does not expire at the end of a rent period in accordance with Section 40 of the Deregulation Act 2015.

## 5. Notices

- 5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the Landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found at the end of Appendix B below.
  - 5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.
  - 5.1.2 If a ready, willing and able tenant has been found, those costs and expenses could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.
- 5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving reasonable notice to allow for the orderly handover of the Property.
  - 5.2.1 Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant.
  - 5.2.2 In the event of cancellation during a tenancy the minimum fee that would be payable is the Let Only fee plus other costs incurred, including a reasonable fee for the time management which has been provided.
- 5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving reasonable notice to allow the Landlord to appoint another agent.
- 5.4 Notice can be posted first class, recorded delivery, emailed, or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

## 6. Various

- 6.1 It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) in writing. At least one month's notice will be provided.
- 6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- 6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.

## 7. Data Protection

- 7.1 The Agent is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.
- 7.2 The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.
- 7.3 The Landlord will also be a controller in respect of tenant and other personal data and should be registered with the ICO and process all data in accordance with the General Data Protection Regulations.



## 8. Redress and Client Money Protection

- 8.1 Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme The Property Ombudsman and you can seek redress by writing to the scheme at:

Address: Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP

Telephone no: 01722 333306

Website: [www.tpos.co.uk/](http://www.tpos.co.uk/)

Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

- 8.2 Before a complaint can be escalated to the redress scheme, clients are initially required to go through our complaints procedure, a copy of which is available upon request.
- 8.3 From 1 April 2019 letting agents are required to have Client Money Protection. A copy of our Client Money Protection Certificate is available upon request or on our website.

**If you wish to instruct us, we can only proceed upon receipt of this agreement duly signed and the information requested in this Pack**

***You are confirming the following; (if you require our assistance with any matters let us know)***

1. The Landlord will be responsible for notifying the insurer of the Property that it is to be let.
2. The Landlord is the legal owner of the Property or is authorised to let the Property on behalf of the joint owners.
3. The Landlord will immediately inform the Agent if the Landlord instructs another firm to let the Property and/or if the Landlord finds other prospective tenants to rent the Property.
4. The Landlord will arrange for permission from any mortgage lender and provide a copy of that permission to the Agent.
5. The Landlord confirms that all soft furnishings at the Property comply with the current fire safety regulations and that all non compliant furniture has been removed from all parts of the Property.
6. The landlord confirms agreement to let the property on the standard terms of the example Tenancy Agreement below (pages 12-23).



## SCALE OF CHARGES

### Let Only Service

Letting fee equivalent to 60% of the first month's rent to a minimum of £475 (inclusive of VAT)  
i.e If the monthly rental is £750, you will pay a fee of £475 inclusive of VAT

### Letting and Rent Collection Service

Letting fee of £420 and 6% (inclusive of VAT) of the rent received  
i.e. If the monthly rental is £750 you will pay a fee of £45 inclusive of VAT per month on top of the initial Letting fee

### Full Management Service

Letting fee of £420 and 12% (inclusive of VAT) of the rent received  
i.e. If the monthly rental is £750 you will pay a fee of £90 inclusive of VAT per month on top of the initial Letting fee.

The fees under the above services are payable when any individual or organisation enters into an agreement to rent the Property as a result of our promotion, introduction, or viewing by the Agent.

### **Minimum Fee**

Where the Landlord cancels the Agent's instruction to provide a management service, the Agent will charge, and the Landlord will pay, a fee based upon 12% (inclusive of VAT) of the agreed rent for the period, not exceeding six months from the commencement date of the tenancy.

VAT is payable at the prevailing rate on all our fees. In accordance with consumer legislation it is quoted as included in the prices stated above.

Unless otherwise notified, you confirm your consent for us to receive commissions from:

Safety Certificates	To a maximum of £5
Insurance companies	To a maximum of 25% of the cost of the policy
Utility providers and others	Between £5 and £50 of tenant utility accounts

These commissions do not affect the figure charged by the companies for services.



### Additional Charges

	Let Only	Rent Collection	Fully Managed
Inventory	Price on application	<b>Included</b>	<b>Included</b>
Inspections	N/A	N/A	<b>The first four months and six monthly thereafter</b>
Legal Notices	N/A	£40 per notice	<b>Included</b>
Deposit Adjudication	N/A	N/A	<b>Included</b>
Check Out Inspection	N/A	N/A	<b>Included</b>
Tenancy Renewal Fee	N/A	£120	£120
Gas Safety & Legionella Risk Assessment	Price on application	Price on application	Price on application
Electrical Installation Condition Report	Price on application	Price on application	Price on application
Portable Appliance Test	Price on application	Price on application	Price on application
Stand Alone Legionella Risk Assessment	£50	£50	£50
Smoke Alarm/ Carbon Monoxide Detector	£42 for one installation, £25 for additional alarms if on same visit	£42 for one installation, £25 for additional alarms if on same visit	£42 for one installation, £25 for additional alarms if on same visit
Energy Performance Certificate (EPC)	£90	£90	£90
Land Registry Fee for Proof of Ownership	£5	£5	£5
Key Cutting Fees	£10 admin plus cost	£10 admin plus cost	£10 admin plus cost
HMRC Non-Resident Landlord Tax Submission	N/A	£30 per quarter	£30 per quarter
Additional property visits (outside of contract)	N/A	N/A	£35

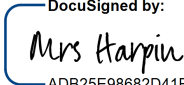


**May we start providing our service within the 14 day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel.**

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

Let Only		Letting and Rent Collection		Full Management	x
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Any other info: .

Signed:    
*Landlord/ or for and on behalf of all owners of the Property*

Dated: 23-Mar-21 | 1:03 PM GMT

*Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.*



## Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, Rex Gooding LLP, 4 Albert Road, West Bridgford, Nottingham, NG2 5GS, [info@rexgooding.com](mailto:info@rexgooding.com) 01159455553 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### Effects of cancellation

If a reimbursement is due, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

If a reimbursement is due, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contact, in comparison with the full coverage of the contract.

### Cancellation Form

To Rex Gooding LLP, 4 Albert Road, West Bridgford, Nottingham, NG2 5GS / [info@rexgooding.com](mailto:info@rexgooding.com)/ 01159455553

I/We hereby give notice that I/We cancel my/our Lettings Agency Agreement for the supply of the following service:

Let Only / Rent Collection / Full Management

Ordered on

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s) (only if this form is notified on paper),

Date



## **ASSURED SHORTHOLD TENANCY**

### **AGREEMENT**

For letting a dwelling on an Assured Shorthold Tenancy  
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

**Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens Advice.**

## **1 Particulars**

### **1.1 Parties**

- 1.1.1 The Landlord %owner\_fullNamesAND%  
Contact Address: : West Bridgford Office 4 Albert Road, West Bridgford, Nottingham, Nottinghamshire, NG2 5GS  
Contact Telephone Number: %office\_contactNumber\_rs%  
Contact Email Address: %office\_emailAddress\_rs%  
Contact Fax Number: %office\_faxNumber\_rs%

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

### **1.1.2 The Tenant**

%tenancy\_repeatBlockStart%  
Name: %tenant\_forename% %tenant\_surname%  
**Current**  
Contact Address: %tenant\_fullAddressCOM%  
Contact Telephone Number: %tenant\_contact\_number\_1%  
Contact Email Address: %tenant\_email\_address%

%tenancy\_repeatBlockEnd%  
**Post Tenancy**  
%tenancy\_repeatBlockStart%  
Contact Address: %rePropertyAddress%  
Contact Telephone Number: %tenant\_contact\_number\_1%  
Contact Email Address: %tenant\_email\_address%  
%tenancy\_repeatBlockEnd%

1.1.3 Permitted Occupiers: ~ N/A

1.1.4 Relevant Person  
Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person

1.1.5 The Guarantor



%tenancy\_repeatBlockStart%

Name: %guarantor\_addressee%

Contact Address: %guarantor\_fullAddressCOM%

Contact Telephone Number: %guarantor\_contact\_number\_1%

Contact Email Address: %guarantor\_email\_address%

%tenancy\_repeatBlockEnd%

Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

The parties listed above understand that the Landlord or the Landlord's Agent may provide their name, address and other contact details to third parties including, but not limited to, the Landlord, the Tenant, contractors, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

## 1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Rex Gooding LLP – 4 Albert Road, West Bridgford, Nottingham, NG2 5GS – 01159455553 – [info@rexgooding.com](mailto:info@rexgooding.com) – 01159455372 or such other agents as the Landlord may from time to time appoint.

**1.3** The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

**1.4** This agreement is intended to create an assured shorthold tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum right of occupancy of six months).

## 1.5 Property

- 1.5.1 The Property situated at and being %rePropertyAddress%, together with the fixtures, fittings, furniture and effects therein, and more particularly specified in the Inventory signed by the Tenant, and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.
- 1.5.2 The Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004. The Property does ~not require the Landlord to hold a licence to be able to let it lawfully. The Tenant agrees not to use the Property in any way that changes either of these facts.
- 1.5.3 ~The licence for this Property allows a maximum of ~ individuals from ~ separate families. The Tenant agrees to do nothing that would breach these requirements.

## 1.6 Term

- 1.6.1 The Term shall be from and including %tenancy\_startDate\_dmY% to and including %tenancy\_endDate\_dmY% and then the tenancy continues as a monthly contractual periodic until ended following either party giving notice. Please see clause 2.5 as it contains important information about what you must do to end the tenancy.
- 1.6.2 The "Term" is to include any periodic continuation of the tenancy beyond the fixed term.

## 1.7 Rent

- 1.7.1 The Rent shall be %tenancy\_rent% per month, payable in advance.
- 1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set-off to the Landlord's Agent by banker's standing order or such other method as the Landlord's Agent shall require.
- 1.7.3 The first payment of %tenancy\_firstRent% being due on %tenancy\_firstRentDate\_dmY% or prior to the date of taking possession.
- 1.7.4 Thereafter the "Rent Due Date" will be the %tenancy\_rentPaymentDueDay% day of each month during the Term of this agreement.



- 1.7.5 Rental payments overdue by more than 14 days will be subject to interest at the rate of 3% over the Bank of England Base Rate calculated from the date the payment was due up until the date payment is received.
- 1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant, which the Landlord shall be entitled to assume without enquiry.
- 1.7.7 It is agreed that if the Landlord or the Landlord's Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.7.8 Rent Increase
  - 1.7.8.1 If for any reason the Tenant remains in possession of the Property, or the lawful Tenant of the Property, for more than 12 months, then the Rent will increase once each year.
  - 1.7.8.2 The first increase will be on the first Rent Due Date more than 364 days after the commencement date.
  - 1.7.8.3 Subsequent increases will be on the first Rent Due Date more than 364 days since the last rent increase.
  - 1.7.8.4 In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase by the amount stated for the annual increase in the CPI (Consumer Prices Index as published by the Office of National Statistics) as quoted for the month two months prior to the month of the increase.
  - 1.7.8.5 Not applying the rent increase at the first Rent Due Date more than 364 days after the commencement date, or the last rent increase date, will not then prevent the Landlord applying an increase on any future Rent Due Date.
  - 1.7.8.. In clause 1.7.8.5 the Rent will increase by the amount of the increase in the CPI (Consumer Prices Index) from two months before the start of the tenancy or the last increase, whichever is the later, to the month two months prior to the month of the increase.

## 1.8 Deposit

- 1.8.1 The Deposit of %tenancy\_depositAmount% will be paid by the Tenant.
- 1.8.2 The Deposit will be paid to the Landlord's Agent.
- 1.8.3 The Landlord's Agent will not pay interest on the Deposit.
- 1.8.4 The Deposit has been taken for the following purposes
  - 1.8.4.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
  - 1.8.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
  - 1.8.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or incurred at the Property for which the Tenant is liable.
  - 1.8.4.4 Any rent or other money due or payable by the Tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
  - 1.8.4.5 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.5 Subject to The Deposit Protection Service (The DPS) Custodial Terms and Conditions, the Deposit will be refunded within ten days, less any deductions, once the following have been completed:
  - 1.8.5.1 the tenancy has ended and possession of the Property has been returned to the Landlord and
  - 1.8.5.2 all keys, access devices, remote controls and parking permits have been returned and
  - 1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and
  - 1.8.5.4 confirmation has been received from the Local Authority that no clawback of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by The DPS in accordance with the Custodial Terms and Conditions of The DPS. The



Custodial Terms and Conditions and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process, are in the Custodial Terms and Conditions document provided with this agreement and can also be found at [www.depositprotection.com](http://www.depositprotection.com).

- 1.8.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit, the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.
- 1.8.9 The Landlord's Agent will keep the interest for any amount of the Deposit not refunded to the Tenant.
- 1.8.10 The Deposit will be refunded, less any deductions, to any one of the parties forming the Tenant and this will be considered a full and final refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.

## 1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 2 Legal Notices

### 2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1.1 of this agreement. An address within England and Wales for service of notices is as in clause 2.2.

### 2.2 Section 48

Until you are informed in writing to the contrary, notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address or email for the service of notices (including notices in proceedings) is as follows:

4 Albert Road, West Bridgford, Nottingham, NG2 5GS – [info@rexgooding.com](mailto:info@rexgooding.com)

If the Tenant wishes to serve notice to end the tenancy, this is the address or email to which it must be sent.

### 2.3 Notice service

- 2.3.1 Any notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
  - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
  - 2.3.1.2 sent by ordinary post in a prepaid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
  - 2.3.1.3 sent by Recorded Delivery in a prepaid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
  - 2.3.1.4 personally served on the Tenant or any person making up the Tenant.
- 2.3.2 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
  - 2.3.2.1 left at the office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time or
  - 2.3.2.2 sent by ordinary post in a prepaid letter, properly addressed to the Landlord at the address in clause 2.2 or
  - 2.3.2.3 sent by Recorded Delivery in a prepaid letter, properly addressed to the Landlord at the address in clause 2.2 or
  - 2.3.2.4 personally served on the Landlord or any person making up the Landlord or acting on behalf of the Landlord.
- 2.3.3 If any notice or other document is served in person or left at the address in 2.3.1.1 or 2.3.2.1, service shall be deemed to have been on the day it was left.
- 2.3.4 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

### 2.4 Post and Notices Received



- 2.4.1 The Tenant agrees to forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay. If a relevant Local Authority gives notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

## 2.5 Break Clause

- 2.5.1 This agreement creates a single tenancy that starts with a fixed element and then becomes periodic. This would normally guarantee both parties the rights and obligations for the fixed element and a minimum of one period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed element (the date quoted in 1.6.1 as "to and including (date)").
- 2.5.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed element by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- 2.5.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed element by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause. While the tenancy is periodic the one month's written notice must expire the day before a Rent Due Date.

## 2.6 Criminal Convictions

- 2.6.1 The Tenant agrees to notify the Landlord's Agent of any convictions during the Term of this tenancy so that the Landlord can appropriately notify the insurance company.

## 3 Possession

- 3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to terminate the tenancy lawfully by obtaining a court order if:
- 3.1.1 the Rent or any part of it is in arrears, whether formally demanded or not, or
  - 3.1.2 the Tenant is in breach of any of the obligations under this agreement, or
  - 3.1.3 any of the grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement), or
  - 3.1.4 a notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause).

Tenants who are unsure of their rights should seek appropriate advice.

## 4 Tenant's Obligations

The Tenant agrees to:

### 4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the telephone and broadband charges during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of



the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.

- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless and until the tenancy is lawfully terminated.
- 4.1.5 The Tenant must not provide a cheque or other payment that the bank then fails to honour.
- 4.1.6 Notify the relevant authorities and arrange and pay final accounts on possession being returned to the Landlord.
- 4.1.7 Pay the full costs of any action taken for breach of contract or possession of the Property, including court fees and all other associated costs, limited to only those costs the court awards.

## 4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, the Landlord's fixtures, fittings and appliances, nor make any alteration or addition to the Property or the style or colour of the decorations without the Landlord's consent.
- 4.2.3 Notify the Landlord's Agent promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 The Tenant must not, and must not permit his friends or visitors to, do anything that may result in glass in the Property being broken.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 The Tenant agrees to test all smoke and carbon monoxide alarms on a weekly basis, to clean the alarms on a three-monthly basis using the soft brush of a vacuum cleaner.
- 4.2.7 Not alter the operation of, or disable, the smoke or carbon monoxide alarms.
- 4.2.8 The Tenant must not cause an avoidable call-out by a contractor (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances).
- 4.2.9 The Tenant must attend any agreed appointments.
- 4.2.10 The Tenant must not arrange contractors without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

## 4.3 The Property

- 4.3.1 Promptly notify the Landlord's Agent in writing by letter to the address in para 2.2, or by email to the address in para 1.2, when the Tenant becomes aware of:
  - 4.3.1.1 any defect, damage or want of repair in the Property including any shared rights of access, stairways, communal parts, paths and drives, other than such as the Tenant is liable to repair in 4.2.1 above,
  - 4.3.1.2 any situation in the Property which may cause the Property not to be fit for human habitation.
  - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a responsible and conscientious tenant would.
- 4.3.4 Ensure the windows of the Property are cleaned in a safe manner as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property or store them in any cellar or outside the main dwelling.
- 4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the Property.
- 4.3.7 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.



- 4.3.8 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include, but are not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies, wet wipes (including “flushable wet wipes) or sanitary towels) down the toilet.
- 4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.
- 4.3.10 Not permit any visitor to stay in the Property for a period of more than three weeks within any three-month period without the Landlord’s consent.
- 4.3.11 Permit the Landlord and or the Landlord’s Agent or others, after giving 24 hours’ written notice and at reasonable hours of the daytime, to enter the Property:
  - 4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties, or
  - 4.3.11.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale, or
  - 4.3.11.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.
  - 4.3.11.4 to take photographs for use in promoting the Property for sale or rental or evidence of damage or breach of tenancy.
- 4.3.12 Where the Landlord or the Landlord’s Agent have served a valid written notice of the need to enter to view the state and condition or to effect works (except in case of emergency when access shall be immediate), the Tenant agrees to them using their keys to gain access if the Tenant is unable to grant access to the Landlord or the Landlord’s Agent.
- 4.3.13 Not add any aerial, antenna or satellite dish to the building without the Landlord’s consent, which will not be unreasonably withheld.
- 4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord’s consent, which will not be unreasonably withheld. All keys, access devices, remote controls and parking permits are to be returned when possession of the Property is returned to the Landlord.
- 4.3.15 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.16 The Tenant must, except in the event of an emergency, ensure that when going outside the Property they have keys or other access devices to regain access.
- 4.3.17 The Tenant must ensure that the keys or other access devices are not kept or transported in such a way as the Property address can be identified if the keys are lost or stolen.
- 4.3.18 Keep the Property, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from freezing weather.
- 4.3.19 Not block ventilators provided in the Property.
- 4.3.20 Report to the Landlord’s Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.21 Not use any gas appliance that has been declared unsafe by a statutorily approved contractor, or disconnected from the supply.
- 4.3.22 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.23 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.24 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.25 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.
- 4.3.26 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.



- 4.3.27 Not prop open any fire doors in the Property except by any built-in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 4.3.28 The Tenant agrees that all improvements, alterations, fixtures and internal finishes and additional services made or installed by the Tenant remain with the Property to the benefit of the Landlord. This does not prevent the Landlord charging for restoring the Property back to the condition it was at the commencement of the tenancy, fair wear and tear accepted.
- 4.3.29 Not do any cutting or chopping directly on the work surfaces in the kitchen or mark the work surfaces in any way but to always use a chopping board for that purpose.
- 4.3.30 Not hang wet towels or clothes over any doors. Damp articles left to dry on varnished or lacquered doors can cause mould marks to the woodwork. The Landlord reserves the right to repair, at the Tenant's expense, any doors where the finish has been damaged.
- 4.3.31 Not hang coat hangers or similar over any doors or radiators. Such arrangements can mark the top of the door and the door frame. The Landlord reserves the right to repair, at the Tenant's expense, any doors where the finish has been damaged.
- 4.3.32 Where an oven grill is designed to be used with the door shut the Tenant shall not use the grill with the door open. Such use can cause damage to surrounding cupboards and the oven itself. The Landlord reserves the right to repair, at the Tenant's expense, any doors, units, drawer fronts or the oven itself where the finish has been damaged.
- 4.3.33 Toasters and kettles must not be used directly underneath kitchen wall units. Such use can cause damage to surrounding cupboards. The Landlord reserves the right to repair, at the Tenant's expense, any units, doors or drawer fronts where the finish has been damaged.
- 4.3.34 Not to introduce any waterbed into the Property without the Landlord's prior written consent, which will not be unreasonably withheld.
- 4.3.35 Comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the tenancy and notify the Landlord's Agent promptly if such control measures cannot be adhered to.
- 4.3.36 ~Not keep any cats or dogs on the Property. Not keep any other pet, animal, bird, reptile, fish, insect or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.37 ~If pets have been kept at the Property, ensure that the gardens are clear of all pet faeces, which must be disposed of in an appropriate manner and under no circumstances is to be left in any waste bin or similar container within the Property.
- 4.3.38 ~Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.39 ~Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.40 ~Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and, at his discretion, to charge the reasonable costs, payable on demand, to the Tenant for so doing.

#### 4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property, subject only to the design and construction limitations of the building.
- 4.4.3 The Tenant shall not carry on any profession, trade or business at the Property including a "home business" as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section), nor allow anyone else to do so, without the prior written consent of the Landlord.
- 4.4.4 Not permit or suffer to be done on the Property anything that may constitute negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends which may render the Landlord's insurance of the Property



void or voidable (i.e. no longer providing cover), or which results in an insurance claim or increases the rate of premium for such insurance.

- 4.4.5 Not use, or suffer the Property to be used, for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as listed in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.9 Not leave the Property vacant for more than 28 days without providing the Landlord or the Landlord's Agent with reasonable notice.
- 4.4.10 Check the inventory and report any errors/deficiencies, returning a copy with any annotations/corrections as necessary within seven days.
- 4.4.11 Not change the supplier of utility services without approval. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the new supplier's details including the Property reference number.
- 4.4.12 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.13 Ensure that all adult occupiers of the Property maintain a "Right to Rent" as defined by the Immigration Act 2014 at all times during the Term.
- 4.4.14 Not leave food or other material around that will attract vermin. The Tenant agrees to take reasonable steps to eradicate vermin where they are not present through any fault of the Landlord.
- 4.4.15 ~Not disable or alter the operation or code of the burglar alarm.
- 4.4.16 Not to smoke (including vaping and shisha pipes) within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.

#### 4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord does not provide any insurance cover for the Tenant's possessions.

#### 4.6 End of tenancy

- 4.6.1 Return possession of the Property in the same good clean state and condition as it was originally provided to the Tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys, access devices, remotes and parking permits to the Property on the last day of possession (or sooner by mutual arrangement).
- 4.6.3 Return all the linen and blankets, bedding, carpets and curtains which have been soiled during the tenancy in the same condition as at the start of the tenancy (reasonable use thereof nevertheless excepted).
- 4.6.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.6.7 The Tenant must keep the appointment to check the inventory at the end of the tenancy.



- 4.6.8 The Landlord is not liable to compensate the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.
- 4.6.9 The Tenant agrees the Landlord or the Landlord's Agent may dispose of any goods left in the Property after the Tenant has vacated, in accordance with the Torts (Interference with Goods) Act 1977.

## 5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for any alternative accommodation. If the Landlord or the Landlord's insurance does provide alternative accommodation, then the Rent will remain payable.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay damages for breach of contract as claiming on insurance will increase the Landlord's premiums.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 5.9 The Landlord agrees to fulfil his repairing obligations contained within Section 11(1) of the Landlord and Tenant Act 1985. These are quoted below;
- (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
  - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
  - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

## 6 Tenancy Deposit Protection Prescribed Information

- 6.1 The contact details for this scheme are as follows:

Name: The Deposit Protection Service  
 Address: The Pavilions  
 Bridgwater Road  
 BRISTOL  
 BS99 6AA  
 Telephone number: 0330 303 0030



Email Address: contactus@depositprotection.com  
 Fax Number: The scheme does not provide one

- 6.2 Please see the Terms and Conditions from The DPS provided with this agreement for further information. The information can also be found at [www.depositprotection.com](http://www.depositprotection.com).
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.8 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the alternative dispute resolution service, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (i.e. claims by only one party) in Schedule 10 of the Housing Act 2004 as amended. See the Terms and Conditions provided with this agreement for further information.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to the scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim. See the Terms and Conditions provided with this agreement for further information.
- 6.6 The scheme offers free dispute resolution for deposits held by them.
- 6.7 The Deposit value is as per clause 1.8.1.
- 6.8 The address of the Property is as per clause 1.5.
- 6.9 The contact details of the Landlord are as per clause 1.1.1.
- 6.10 The contact details of the Tenant are as per clause 1.1.2.
- 6.11 Information about any Relevant Person is in clause 1.1.4.
- 6.12 The reasons for possible deductions from the Deposit are listed in clause 1.8.
- 6.13 The Nominated Tenant for this tenancy will be %tenancy\_tenantsNamesAND%. The parties forming the Tenant declare that the Nominated Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Nominated Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the Custodial Terms and Conditions of The DPS.

## 7 Housing Benefit

- 7.1 The Tenant agrees that the appropriate authority may discuss with the Landlord and the Landlord's Agent the details of any housing benefit, council tax or universal credit claims made at any time in relation to the renting of the Property.
- 7.2 If the Landlord or Landlord's Agent so requires and the rules allow it, the Tenant consents to any benefit being paid directly to the Landlord's Agent.
- 7.3 The Tenant agrees to refund to the Landlord or the Landlord's Agent any benefit overpayment recovery which is sought from the Landlord or the Landlord's Agent in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord or the Landlord's Agent.

## 8 Guarantor

- 8.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rent or other monies lawfully due.
- 8.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.
- 8.3 The Guarantor agrees to make payments lawfully due under clause 8.1 or 8.2 even after the Tenant has returned possession of the Property to the Landlord.



The tenant confirms they have been provided with a copy (email or hard copy) of:

- How to rent: The checklist for renting in England  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/806216/6.5707\\_MHCL\\_G\\_How\\_to\\_Rent\\_v4.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/806216/6.5707_MHCL_G_How_to_Rent_v4.pdf)
- Gas Safety certificate (where applicable)
- Energy Performance certificate (EPC)
- Prescribed Information (herewith)
- Deposit Protection Scheme Leaflet

## Signatures

The Landlord or the Landlord's Agent sign this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

SIGNATURE OF LANDLORD .....

## The Tenant is advised to ensure they have read and understood this agreement before signing it.

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief.

SIGNATURE OF TENANT .....

SIGNATURE OF GUARANTOR .....

NAME OF WITNESS .....