

# ASSURED SHORTHOLD TENANCY AGREEMENT

[This document should not be used to create a Tenancy where the initial fixed Term is to be for more than three years; you should consult a Solicitor, as such an Agreement must be created by Deed]

## **IMPORTANT**

- This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding when the last party signs the Agreement either in person or by their authorised representative. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain and intelligible language, it inevitably contains some legal terms or references.

**If either party does not understand this Agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice or Housing Advice Centre.**

**If the Tenant gets permission under the Tenancy Agreement to do anything the Tenant is strongly advised to get permission in writing.**

*If completing this Agreement by hand make sure all information inserted is readable*

The Name and Address of the Letting Agent (if any) who arranged this Tenancy is :-

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## DEFINITIONS and INTERPRETATIONS

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this Tenancy Agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this Agreement.

<b>Premises</b>	means the premises and 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. Where the Premises are part of a larger building the Premises includes the use of common access and exit ways from the building and other such facilities.
<b>Binding Date</b>	means the date upon which the last party signs the Agreement either in person or by their authorised representative.
<b>Landlord</b>	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 later owns the Premises.
<b>Tenant</b>	means anyone entitled to possession of the Premises under this Tenancy Agreement.
<b>Joint and several</b>	means that 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. It also means that the Guarantor will be liable with the Tenant to pay all the rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
<b>Superior Landlord</b>	means the person for the time being who owns the freehold 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.
<b>Head Lease or Superior Lease</b>	means the document which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
<b>Fixtures and Fittings</b>	means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.
<b>Term or Tenancy</b>	means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
<b>Deposit</b>	means the money held by the Agent or the Landlord in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
<b>Stakeholder</b>	means that deductions can only be made by the Agent or the Landlord from the Deposit at the end of the Tenancy with the written consent of both parties.
<b>Consent of the Landlord or his Agent</b>	Where the consent of the Landlord or his Agent is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the Tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
<b>Water charges</b>	This includes charges, rates or costs relating to water, sewerage and environmental services
<b>Utilities</b>	This includes charges, rates or costs relating to telephone, gas, electricity, oil, Council Tax and communication services.
<b>Stamp Duty Land Tax</b>	Following changes, which came into force on 1 <sup>st</sup> December 2003, the responsibility for paying any Stamp Duty Land Tax (SDLT) that might be due on a Tenancy Agreement, is solely that of the Tenant. This is a legal obligation and HM Revenue and Customs may impose fines or penalties for failure to comply. The calculation of the liability for duty on Rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from either <a href="http://www.arla.co.uk">www.arla.co.uk</a> or <a href="http://www.hmrc.gov.uk">www.hmrc.gov.uk</a> .
<b>Masculine &amp; feminine and singular &amp; plural</b>	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

<b>Agent</b>	Means Carter Jonas LLP or anyone who subsequently takes over the rights and obligations of the Agent.
<b>Month / Monthly</b>	Means a calendar month.
<b>Inventory and Schedule of Condition</b>	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 Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
<b>Deposit Holder</b>	means the person, firm or company mentioned in the Prescribed Pages who holds the Deposit under and is a member of the Tenancy Deposit Scheme.
<b>Member</b>	means a member of the Tenancy Deposit Scheme run by The Dispute Service Limited of which the Agent is a Member.
<b>TDS</b>	means The Dispute Service whose details are shown in the Tenancy Agreement.
<b>Relevant Person</b>	means in the Prescribed Pages any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
<b>Inventory Clerk</b>	means the individual hired by the Landlord or the Agent to carry out the preparation of the Inventory and the Inventory check in and Inventory check out.
<b>Household</b>	means members of the same family including married couples, same sex partners and related persons.
<b>Permitted Occupier</b>	means any person authorised by the Landlord or the Tenant to reside in the Premises (if applicable). To avoid doubt the Permitted Occupier has no rights as a tenant and the Tenant will be legally responsible for granting vacant possession at the end of the Term of the Tenancy together with any costs incurred in obtaining vacant possession.
<b>Notice Period</b>	means the amount of notice that the Landlord and Tenant must give to each other.
<b>Emergency</b>	means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
<b>Working Day</b>	means any day excluding a Saturday, Sunday or a Bank Holiday.
<b>Personal Information</b>	Personal information is information relating to you as an individual and would typically include your name, address and contact details.
<b>Data Protection and Data Privacy</b>	Data Protection and Data Privacy refers to the UK regulations and laws relating to the protection of personal information and the privacy of individuals and the way in which your data is processed.
<b>Client Money</b>	In accordance with the RICS obligations you can find full details of our client money handling policy and procedures on our website at <a href="https://www.carterjonas.co.uk/terms-and-conditions">https://www.carterjonas.co.uk/terms-and-conditions</a> .
<b>Applicable Law</b>	The Landlord and Tenant agree that the laws of England and Wales shall apply to this Agreement.

## 1 SUMMARY of CORE TERMS

1.1 The Binding Date of this Agreement:

1.2 Name(s) of LANDLORD(S):

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1.3 ADDRESS for Landlord(s):

**IMPORTANT:** - A Landlord is required by law (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) to provide a Tenant with his address when making written demands for Rent **and** if that address **is not** in England and Wales, provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the Landlord, by the Tenant.

**THEREFORE,** Where the address for the Landlord inserted at **1.3 is not** in England and Wales **you must insert**, in clause **1.4**, an alternative address for the Landlord (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987), which **is** in England and Wales.

1.4 Alternative ADDRESS for Landlord (if applicable):

1.5 Name(s) of TENANT(S):

1.6 ADDRESS of Tenant(s):

1.7 ADDRESS of PREMISES to be LET:

1.8 EXCLUSIONS from the Let Premises (e.g. Garage or other outbuildings etc)

The loft is excluded from the Premises.

1.9 COMMENCEMENT date; from and including:

EXPIRY date; to and including:

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1.10 RENT

**For monthly payments: delete if not applicable**

Rent is payable in advance by cleared funds and is due upon the

X day of each and every month

during the term of the tenancy and the first payment (or proportionate part) is to be paid on the signing of this Agreement.

**For upfront payments: delete if not applicable**

Rent is payable in advance by cleared funds and is due as follows:


and the first payment (or proportionate part) is to be made on the signing of this Agreement.

**1.11 A security DEPOSIT of**

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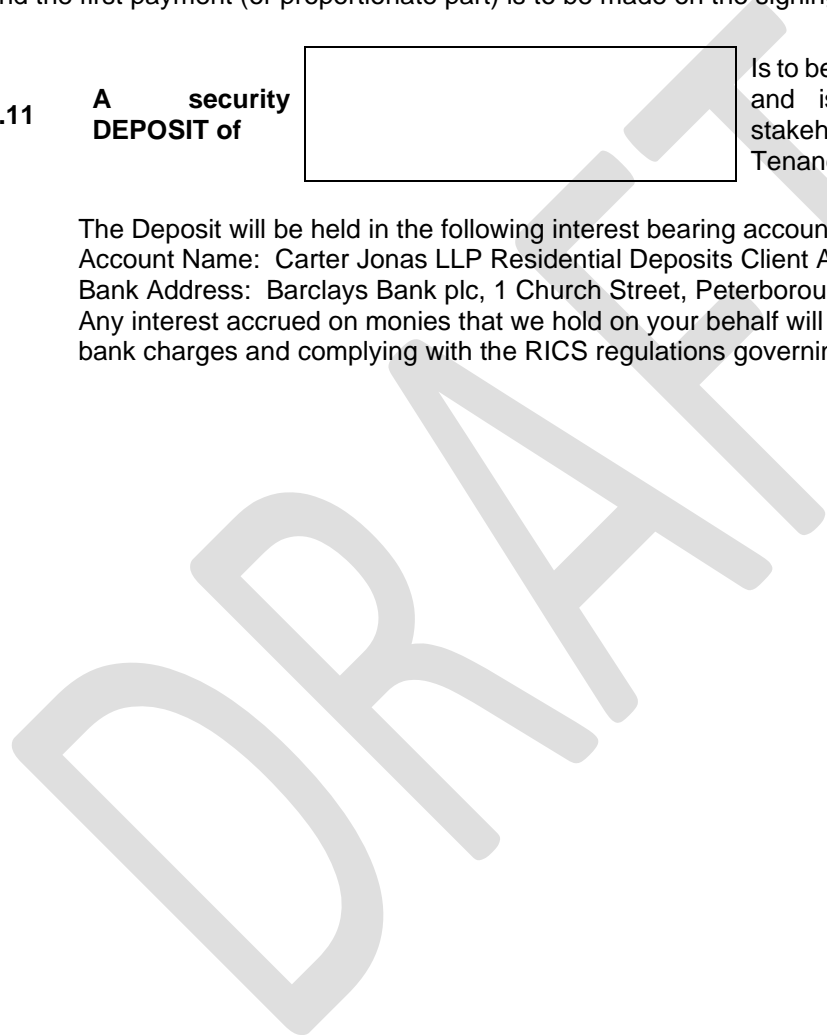
Is to be paid on the signing of this Agreement and is to be held by the Agent as stakeholder. The Agent is a Member of the Tenancy Deposit Scheme.

The Deposit will be held in the following interest bearing account:

Account Name: Carter Jonas LLP Residential Deposits Client Account

Bank Address: Barclays Bank plc, 1 Church Street, Peterborough, PE1 1XB

Any interest accrued on monies that we hold on your behalf will be retained by ourselves covering bank charges and complying with the RICS regulations governing the account.



## 2. TENANT'S OBLIGATIONS

The Tenant agrees to the following:

**These are the things that the Tenant agrees to do or not to do. It is important for the Tenant to understand what he must or must not do. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.**

### ● GENERAL LIABILITIES, SERVICES AND UTILITIES

- 2.1 As a joint and several Tenant to be responsible and liable for all obligations under this Agreement.
- 2.2 To pay the Rent, whether formally demanded or not, and all other sums due to the Landlord on time. Payments by other persons on behalf of the Tenant will be accepted as being paid by the agent of the Tenant and considered as if payment has been received from the Tenant. The Landlord reserves the right to charge interest (calculated from day one) at 3% above the Bank of England base rate on late payments where rent has been outstanding for 14 calendar days or more (from the date set out in the tenancy agreement) and the Landlord may recover the interest as though it were Rent.
- 2.3 To pay the Rent in the manner specified by Standing Order to Carter Jonas LLP Client Account held at Bank Address: Barclays Bank plc, 1 Church Street, Peterborough, PE1 1XB Sort Code ; Account No:
- 2.4 To occupy the Premises as the Tenant's only or principal home.
- 2.5 To agree that all persons named as the Tenant or who resides at the Property as an occupier whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property.
- 2.6 If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking occupation of the Property. The Tenant must ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Property complies with the legal requirements of the "Right to Rent" regulations under the relevant Immigration Act at the time in force, prior to taking occupation by meeting the Landlord or the Agent personally to provide, where necessary, a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied. If the Tenant, or occupier, has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their, or the occupier's residency status in the United Kingdom from a relevant government department or body, advise the Landlord or the Agent of such and shall provide to them upon request copies of any such written communication.
- 2.7 To be held liable for the fair net costs involved in carrying out repair and maintenance to the Premises or its Fixtures and Fittings where such action is required as a result of negligence, or significant breach of this Agreement, or mis-use, by the Tenant or his invited guests or visitors.
- 2.8 To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the Tenancy for the Premises or, if the Landlord or the Agent pays it, to reimburse the Landlord or the Agent promptly upon receipt of a written demand.
- 2.9 To be responsible for the payment of all associated charges for the use and supply at the Premises during the Tenancy of any telephone service including broadband and/or ADSL

lines if applicable, of electricity, gas, oil and any other relevant fuels, water including sewerage and environmental services etc.

- 2.10** To be responsible for the reasonable costs of emptying or clearing a septic tank or cesspit, as required, during the Tenancy where the Premises are served by such facilities.
- 2.11** To ensure that any oil tank (if applicable) contains a reasonable level of heating oil at all times and to pay for the filling of the tank at the end of the Tenancy to the level at the start as shown in the Inventory and Schedule of condition; and pay for any remedial work if the Tenant fails to keep sufficient oil in the tank.
- 2.12** To notify, at commencement of the Tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of the Tenant's liability for their charges and to have all such accounts transferred into the Tenant's name for the duration of the Tenancy.
- 2.13** Where the Tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the Tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.
- 2.14** Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the Premises.
- 2.15** Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior consent of the Landlord or his Agent which will not be unreasonably withheld. The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.16** Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, the Tenant undertakes to promptly provide the Landlord or his Agent with full details of the new supplier and the account numbers of the new supplier within a reasonable time of transfer. The Landlord or his Agent reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.17** Not to change or transfer any existing telephone number at the Premises without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, the Tenant undertakes to promptly provide the Landlord or his Agent with the details of the new number within a reasonable time of transfer.
- 2.18** To ensure that if the Tenant brings into the Premises any gas appliance(s), they are safe to use and are properly connected to the appropriate pipe work in the Premises by a suitably qualified Gas Safe engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Premises.
- 2.19** Not to break such agreements or restrictions contained in any superior or head lease affecting the Premises which may bind the Landlord (and his Tenant) in the use or occupation of the Premises where the Tenant is notified prior to commencement of the Tenancy, in writing or by the provision of copy documents.
- 2.20** Not to use the Premises, or knowingly allow it to be used, for illegal or immoral purposes or any public meeting and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.
- 2.21** Not to smoke or permit any guest or visitor or contractor to smoke tobacco, electronic cigarettes or any other substance in the Premises (or in any public/common areas with

regard to flats). If in breach of this clause and there has been smoking in the Premises the Tenant agrees that any reasonable costs of the washing down of the walls, woodwork, Fixtures and Fittings, the fumigation of the Premises, cleaning including carpets and curtains and any other remedial work required including redecoration to rid the Premises of the odour of nicotine and the discoloration of the paintwork will be the responsibility of the Tenant and deducted from the deposit.

- 2.22** Not to install cable or satellite television or telephone at the Property without first obtaining the Landlord's written consent and where such consent is granted meet all costs for the installation, removal, and disposal and thereafter making good any resultant damage as required by the Landlord.
- 2.23** To pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Premises for the duration of the Tenancy and to arrange the collection of any hired television appliance or other hired electrical appliance at the end of the term.
- 2.24** To use the Premises only as a single private residence for the occupation of the Tenant and not to carry on any formal or registered trade, business or profession there and not to register a company at the address of the Property.
- 2.25** Not to sublet the whole or part of the Property including through Airbnb or any other short term letting portal, take in lodgers or paying guests without the Landlord or his Agent's prior consent. The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.26** Not to assign the Tenancy of the Premises or any part of it without the Landlord's prior consent, which will not be unreasonably withheld. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.
- 2.27** To agree that the Premises are let on the condition that it is occupied only by the persons named as the Tenant. If the Tenant wishes any other occupiers to reside in the Premises the Tenant must gain the Landlord's prior written consent. If there are occupiers not in a single family group residing in the Premises without the Landlord's written consent then the Landlord will seek a Court Order for possession of the Premises as the Landlord may be in breach of his statutory obligations.
- 2.28** Promptly after receipt, to send to the Landlord or his Agent any formal or legal notice or orders or other similar document delivered to the Premises by a third party which relate to, or might significantly affect, the Premises, its boundaries or adjacent properties.
- 2.29** To pay, or be liable to pay, the reasonable costs incurred by the Landlord, or his Agent or professional advisers, in successfully enforcing or remedying a notable breach of, or significant failure to comply with, the obligations of the Tenant under this Agreement; recovering or attempting to recover any Rent or other monies in arrears; the service of any notice relating to any breach of this Agreement whether or not court proceedings are brought; any other costs or expenses arising from a breach of the Tenancy by the Tenant; and any commission paid to the Agent by the Landlord when the Tenant has vacated the Premises early and a break clause does not apply.
- 2.30** To be liable at any time to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to repay to the local authority for Housing Benefit or Local Housing Allowance which has been paid direct to the Landlord or his Agent on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

- **INSURANCE/LOCKS AND SECURITY AND INFESTATION** *(For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the Premises are his and are not*



***covered by any insurance policy maintained by the Landlord. It is strongly advised that the Tenant insures his belongings with a reputable insurer.)***

- 2.31** In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Landlord's Premises or its contents, to promptly inform the authorities as appropriate and the Landlord or his Agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord or his Agent to assess whether to make a claim on any relevant insurance policy.
- 2.32** Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the Premises or the Fixtures and Fittings.
- 2.33** To reimburse the Landlord for any excess sum payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited guests or visitors in breach of this Agreement.
- 2.34** Before leaving the Premises empty or unoccupied for any continuous period in excess of 28 days, to notify the Landlord or his Agent in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Premises and the Fixtures and Fittings whilst being left empty or unoccupied including any special conditions specified by the insurer.
- 2.35** Not to change any burglar alarm codes (if any) without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the Landlord or his Agent with the relevant new code.
- 2.36** Not to change, alter, add to or otherwise damage any locks or bolts on the Premises (except in the case of an emergency) without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the Premises, to promptly provide the Landlord or his Agent with an appropriate set of keys. The Tenant agrees to pay the cost of replacing any keys in the event that any keys, fobs or security devices are mislaid.
- 2.37** If any lock or bolt is installed or changed on or in the Premises without the prior consent of the Landlord or his Agent to remove them if so required by the Landlord or his Agent and be responsible for the fair costs of making good any resulting damage to the Premises or spoilage of decoration.
- 2.38** To take adequate precautions to keep the Premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the Premises are empty and at night.
- 2.39** To pay any call out fee for the burglar alarm where the call out is due to the negligence or misuse of the alarm by the Tenant his family or visitors.
- 2.40** During the Tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenant, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.
- **GARDEN AND HOUSE PLANTS**
- 2.41** Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord's prior consent.
- 2.42** To cut the grass (if any) of the Premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition.

- 2.43** To keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders, hedges or border hedges (if any) as tidy, weed free and cultivated, as at commencement of the Tenancy.
- 2.44** To keep the garden roof terrace or any outside space forming part of the Property (if any) or any communal garden in the same condition and style as at the commencement of the Tenancy.
- 2.45** To allow any person authorised by the Landlord or the Agent if applicable access to the Premises for the purpose of attending to the garden at reasonable times.
- 2.46** To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises or annual plants in the garden, if the houseplant or any annual plants in the garden die.

● **USE OF THE PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER**

*These clauses should not be taken as an exhaustive list.*

- 2.47** To take reasonable and proper care in the use of the Premises, its Fixtures and Fittings.
- 2.48** To regularly clean the Premises during the Tenancy.
- 2.49** To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Premises has been vacant for any period of seven days or more.
- 2.50** Not to deliberately damage or alter the Premises, its decoration, or Fixtures and Fittings either internally or externally.
- 2.51** To keep the chimney and flues (if any) clean throughout the course of the tenancy provided it was cleaned at the start of the tenancy.
- 2.52** To clean or have cleaned both internally and externally all reasonably accessible windows of the Premises as necessary during the Tenancy, and within one month prior to the end of the Tenancy.
- 2.53** To promptly repair or replace any cracked or broken windows or door glass on the Premises where the Tenant, his invited guests or visitors are responsible by any action, inaction or negligence with glass to the required specification and be liable for the costs involved.
- 2.54** To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- 2.55** To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the Tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the Tenancy.
- 2.56** To test at regular intervals any battery operated smoke alarms and carbon monoxide alarms fitted in the Premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or his Agent.
- 2.57** To be responsible for unblocking or clearing stoppages in any sink, basin, toilet, macerator toilet, pumps including septic tanks and macerator toilet pumps, waste pipe or gutters which serve the Premises and such Fixtures and Fittings if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant (or his invited

visitors or guests) in breach of obligations under this Agreement. If the blockage is due to the negligence or misuse of the Tenant, his family or visitors to pay the costs of removing any obstruction or the damage caused by any over flow including but not limited to sanitary products and wipes including baby, hygiene or make up wipes.

- 2.58** To ensure that any water softener, coffee machine, hot or cold water supply tap, ice maker or any other kitchen appliance (if any) is operational throughout the tenancy and to provide salt or any other addition required to ensure the on-going performance of any appliance as and when needed as shown in the manufacturer's written instructions provided at the start of the tenancy.
- 2.59** Where the action of a Tenant has caused an issue in the property and the Landlord or their agent has arranged a contractor to visit the property the tenant will be responsible for paying the contractor's invoice. If Tenant misses the appointment, the Tenant will also be liable to pay the contractor's invoice. Specialist contractors, emergency contractors and out of hours call out charges may be charged at a higher rate and invoices can be up to £250 including VAT. The cost of the invoice will be deducted from the Tenant's deposit.
- 2.60** To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.
- 2.61** To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available and to dispose of all refuse through the services provided by the local authority.

● **THE PREMISES, ITS FIXTURES AND FITTINGS**

- 2.62** Not to alter the appearance or decoration or structure of the Premises or its Fixtures and Fittings either internally or externally without first obtaining the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld.
- 2.63** To take care not to put, or allow any person to put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Premises.
- 2.64** To notify the Landlord or his Agent promptly when it comes to the Tenant's notice of any defect, damage or disrepair which develops or occurs at the Premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the Premises itself or the Fixtures and Fittings. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- 2.65** Not to keep on, or bring into the Premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Premises or the health of its occupants or of the neighbours; or hold any barbecue on any roof terrace or balcony if the Premises are leasehold; or hold a barbecue in any communal gardens; but only in designated places on the Premises which do not cause a nuisance to adjoining properties.
- 2.66** To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, by heating the Premises to prevent damage by frost or freezing occurring to the Premises or its Fixtures and Fittings.
- 2.67** Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the Premises (either externally or internally) without first obtaining the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where granted or if in breach of this clause any of the above items are installed the Tenant will meet all costs of installation and subsequent removal and disposal; and the reasonable costs of

making good of any resulting damage or redecoration if so required by the Landlord. The Landlord or his Agent reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.

- 2.68** Not to do anything at the Premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the Premises or adjacent or adjoining Premises or neighbours or might reasonably be considered to be anti-social behaviour or can be heard outside the Premises.
- 2.69** Not to remove from the Premises any of the Landlord's Fixtures and Fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the Landlord or his Agent. Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the Tenancy are returned to the same places from which they were removed.
- 2.70** Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the Tenancy, or be liable for the costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.
- 2.71** To agree to inform Carter Jonas if a firearm(s) is to be stored at the property and show an appropriate firearms licence and to agree to install a gun cabinet in line with legal requirements and make good any repairs or damage in storing the firearms at the end of the tenancy.
- 2.72** To be responsible for the care and upkeep of the wooden floors (where appropriate). When cleaning the floor to use appropriate cleaning materials and do not use excessive water as this can cause damage. Furniture protectors should be used to avoid indentations or scratches to the floor and some footwear, particularly stiletto heels, can also cause damage and should be avoided.
- 2.73** Not to store or keep on the Premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the Landlord or his Agent. Such consent not to be unreasonably withheld. The Landlord reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.74** Not to store or keep within the hallway of the Premises any bicycle or pram which may present an obstruction or cause damage to the internal decoration.
- 2.75** Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.
- 2.76** To park private vehicle(s) only at the Premises that are in a road worthy condition and fully taxed in the car parking space, garage or driveway allocated to the Premises if applicable; and to remove all vehicles belonging to the Tenant his family or visitors at the end of the Tenancy.
- 2.77** To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 2.78** Not to block any air vent or other ventilation duct at any time during the Tenancy and to pay for any damage caused including mould to the Premises or the Fixtures and Fittings if any duct is blocked. To ensure that any windows with trickle vents where available are open during the Tenancy.
- 2.79** To take reasonable and prudent steps to adequately heat and ventilate the Premises in

order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Premises, or its Fixtures and Fittings. Such measures include using an appropriate cleaning product at regular intervals, placing lids on pans during cooking and to ensure the use of the extractor fan where available whilst cooking or showering, and ensuring that furniture is kept away from walls and not placed in front of radiators.

**2.80** Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the Premises set out under this Agreement, the Tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with the Landlord or his Agent, or earlier if urgency requires it, of being asked in writing to do so by the Landlord or his Agent. After that time, the Landlord or his Agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

**2.81** To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (England and Wales) Regulations 2012 as amended prior to the signing of this Agreement.

● **ACCESS AND INSPECTION** *(Co-operating with the Landlord or his Agent)*

**2.82** During the last two months of the Tenancy, upon a minimum of 24 hours' prior notification, to permit the Premises to be viewed during working hours and at other reasonable times including at weekends by prospective tenants or purchasers who are authorised to do so by the Landlord or his appointed Agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his authorised agent or representative will accompany these viewing appointments.

**2.83** During the first month and the last two months of the Tenancy to permit, at the discretion of the Landlord or his Agent, a Let By, For Sale or To Let board to be displayed on the Premises.

**2.84** In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the Landlord's Premises in order to carry out any work required to the Premises or their neighbouring property under the Party Walls etc. Act 1996.

**2.85** To permit the Landlord or his Agent or authorised workman or professional adviser, the Superior Landlord or his agent, from time to time upon a minimum of 24 hours prior written notification (except in the case of emergency), to enter the Premises during working hours and at other reasonable times including at week-ends, to inspect the Premises and its Fixtures and Fittings, and to do work which might be required from time to time in order to fulfil obligations under this Agreement or relevant legislation including carrying out a gas safety check.

● **AT THE END OF THE TENANCY**

**2.86** To clean to a professional standard the Premises, its Fixtures and Fittings to (or pay for the cleaning to) at least the same clean state and condition as existed at the commencement of the Tenancy such cleaning to include the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the Tenancy. To provide, upon request, receipts to the Landlord or his Agent to demonstrate compliance with this clause.

**2.87** To remove the Tenant's refuse and rubbish from within the Premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with

the local authority or others for its prompt removal at the expense of the Tenant.

- 2.88** To return all keys, security devices and fobs to the Premises (including any new or additional or duplicate keys cut or fobs or security devices supplied during the Tenancy) and parking permits where applicable to the Landlord or his Agent promptly on the last day of the Tenancy.
- 2.89** Having replaced the Landlord's items in the same areas of the Premises (as far as is practicable) as at the commencement of the Tenancy, to co-operate in the checking of any Inventory and or Schedule of Condition.
- 2.90** To remove all the Tenant's belongings, property, personal effects, foodstuffs, furnishings or equipment, cars or bicycles or any other vehicle from the Premises on, or before, the last day of the Tenancy.
- 2.91** To agree that any belongings, equipment, personal effects, foodstuffs, property or other items belonging to the Tenant which are left at the Premises at the end of the Tenancy will be deemed to be abandoned if the Tenant fails to collect them within fourteen days of being informed in writing to the forwarding address provided by the Tenant. After that time the Landlord or the Agent can store dispose of or sell the items. Any reasonable costs incurred will be the liability of the Tenant and can be deducted from the Deposit or any sale proceeds and any surplus costs will be payable by the Tenant upon demand.
- 2.92** To be aware that if any bulky or heavy furniture, other items or rubbish belonging to the Tenant are left at the Premises at the end of the Tenancy which prevents or affects the Landlord's ability to reside in, let or sell the Premises the Landlord will have the right to charge the Tenant compensation at a rate equivalent to the daily Rent until the Tenant removes them or they are dealt with according to clause 2.91 above.
- 2.93** To promptly provide as soon as is practicable just before or immediately at the end of the Tenancy a forwarding or correspondence address to the Landlord or his Agent; for ease of administration and communication between the parties, including the processes involved in the return of the Deposit.
- 2.94** To allow access to the Inventory Clerk or other representative of the Landlord or the Agent to check the Inventory and Schedule of Condition at the end or earlier ending of the Tenancy provided at least twenty four hours' reasonable written notice is given.
- 2.95** To pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his Agent fails to attend a mutually agreed appointment.
- 2.96** To inform the local authority and the utility suppliers that the Tenancy has ended and to arrange to receive and pay all final accounts of the suppliers and any outstanding council tax liability due until the last day of the Tenancy.
- 2.97** To ensure that if the Property is heated by oil or LPG that the tank is filled to the same level as at the start of the Tenancy.
- 2.98** To vacate the Property within normal office hours at a time agreed with the Landlord or the Agent.
- 2.99** To grant vacant possession at the end of the Tenancy.
- 2.100** To confirm that the Tenant is aware that if the Landlord's normal place of residence is not the UK for more than six months in the tax year, and if the Tenant pays rent directly to the Landlord, the Tenant may have the liability to retain tax at 20% from the Rent and pass the monies to HM Revenue and Customs ("HMRC") on behalf of the Landlord; and submit an annual return to HMRC. Further details can be obtained from the HMRC website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

### **3. LANDLORD'S OBLIGATIONS**

**These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this Agreement or of his statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek other legal remedies against the Landlord.**

**The Landlord agrees to the following:**

- 3.1** To keep the Premises and the Landlord's Fixtures and Fittings (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy including third party liability and any other such risks as the Landlord considers necessary from time to time; and to give copies of the relevant sections of the policies to the Tenant at the start of the Tenancy or thereafter.
- 3.2** Not to interrupt or interfere with the Tenant's lawful occupation, enjoyment or use of the Premises other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this Agreement and having provided at least a minimum of 24 hours prior written notification.
- 3.3** To comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the Premises; to keep in repair and proper working order the installations in the Premises for 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 water, gas or electricity); to keep in repair and proper working order the installations in the Premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the Premises and the locality in which it is situated.
- 3.4** Where the Landlord supplies a working burglar alarm with the Premises at the commencement of the Tenancy; to keep it in working order and repair, but only where such a repair is not caused by negligence or mis-use by the Tenant, his invited guests or visitors; and to pay the maintenance charges for the security system if applicable.
- 3.5** To take reasonable steps to ensure that the Landlord's domestic gas and electrical appliances and other similar mechanical appliances in the Premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the Tenancy, as may be necessary from time to time in order to comply with the Landlord's obligations under current regulations.
- 3.6** To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1989, 1993 and 2010.
- 3.7** To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the gas safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.
- 3.8** To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994 for equipment pre-dating 2016 and the Electrical Equipment (Safety) Regulations 2020 and the Plugs and Sockets, etc. (Safety) Regulations 1994 and that instruction books for the use of all appliances will be supplied at the start of the Tenancy. To confirm that the electricians at the Premises comply with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2022 and the Premises are compliant with The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 at the start of the Tenancy.

- 3.9** To ensure that all electrical work at the Premises is carried out by an electrician who is a member of an approved scheme under the Part P Building Regulations 2005.
- 3.10** To ensure that any work carried out on any gas appliance at the Property will be undertaken by a member of the Gas Safe register.
- 3.11** To confirm that the Landlord is the sole or joint owner of the leasehold or freehold interest in the Premises and that all appropriate consents necessary for him to sign this Agreement have been obtained.
- 3.12** To agree that where the Landlord's normal place of abode is not in the United Kingdom for more than six months in the tax year the Landlord agrees to nominate a representative or appoint an agent to whom the Rent due under this Agreement shall be paid. If the Landlord fails to appoint such a representative or agent the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to HM Revenue and Customs ("HMRC"), basic rate tax from the Rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident landlords. Further information can be obtained from the HMRC website at <http://www.hmrc.gov.uk/> and then inserting in Quick Search "Non-resident Landlords Scheme".
- 3.13** 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.
- 3.14** 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 or visitors.
- 3.15** To provide a smoke alarm on each storey of the Premises and a carbon monoxide detector in any room with a fixed combustion appliance for all Tenancies as from 1<sup>st</sup> October 2015; to have the smoke alarms and the carbon monoxide detector checked and tested for a Tenancy which commences on or after 1<sup>st</sup> October 2015 to ensure they are fully operational prior to the start of the Tenancy; and to hold written records that the tests have been carried out. To repair or replace any faulty smoke or carbon monoxide alarm in accordance with the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.
- 3.16** To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 3.17** To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 3.18** To provide a copy of the relevant sections of the Superior Lease to the Tenant at the start of the Tenancy.
- 3.19** To pay all charges imposed by any Superior Landlord for granting this Tenancy.
- 3.20** To pay for the making and checking of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 3.21** To pay for the cost of checking the Inventory and Schedule of Condition at the end of the Tenancy.

#### **4. THE DEPOSIT**

##### **• HOW THE SECURITY DEPOSIT WILL BE DEALT WITH**

The Deposit referred to in clause 1.11 will be held as security for and in respect of, the performance by the Tenant of all the obligations of the Tenant in this Agreement including those set out in this section (4); to pay for or be used for;



- 4.1 Any damage including accidental damage caused by the Tenant his family or visitors, 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 reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the Tenancy.
- 4.2 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying any meaningful breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings.
- 4.3 Any sum which is or becomes repayable by the Landlord or his Agent to the local authority with regard to Housing Benefit or Local Housing Allowance which has previously been paid directly to the Landlord or his Agent relating to the Tenant named in this Agreement.
- 4.4 Any unpaid accounts for utilities or water charges sewerage or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
- 4.5 Any Rent or other money lawfully due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- **DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY**
- 4.6 It is agreed that if there are multiple persons forming the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit scheme (currently the TDS) to deal with any dispute about the Deposit at the end of the Tenancy. If one person forming the Tenant agrees to use the TDS all persons forming the Tenant will be bound by any adjudication.
- 4.7 After the end of the Tenancy no deductions shall be made from the Deposit unless, or until, the reason for the nature of the deductions has been notified in writing to the Tenant. Such correspondence will be sent, addressed to the Tenant, to the single address required to be provided by the Tenant under clause 2.93 of this Agreement.
- 4.8 Where a dispute or difference relating to the treatment, application or repayment of the Deposit remains unresolved and provided it is no more than three months since the end of the tenancy the dispute can be referred to The Dispute Service for adjudication to resolve the dispute according to the details in clause 4.12 below. All parties agree to co-operate with the adjudication.
- 4.9 The Deposit (or appropriate balance) will be returned within 10 days except in case of dispute once vacant possession has been obtained following the final day of the Tenancy; after the deduction of any sums or money (if any), in accordance with section 4, which are due to the Landlord arising from the Tenant's breach of, or failure to comply with, the Tenant's obligations under this Agreement.
- 4.10 The Deposit (or appropriate balance) will be returned to the Tenant by banker's draft or direct electronic bank transfer and where the Tenant comprises more than one person, the Deposit (or appropriate balance), may be returned to any one of them individually for and on behalf of all persons forming the Tenant.
- 4.11 If monies lawfully due to the Landlord under this Agreement are more than the Deposit held, the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.
- 4.12 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Limited

West Wing, First Floor  
Maylands Building  
200 Maylands Avenue  
Hemel Hempstead  
Herts, HP2 7TG

phone 0300 037 1000  
email [Deposits@tenancydepositscheme.com](mailto:Deposits@tenancydepositscheme.com)  
web [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

- 4.13** The Agent or Landlord must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.
- 4.14** If there is no dispute the Agent or Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 days of the Landlord and the Tenant agree the allocation of the Deposit.
- 4.15** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 4.13 to 4.14 above.

**5. GENERAL**  
**ALL PARTIES TO THIS AGREEMENT SHOULD READ THESE CLAUSES**

Re-instatement of property rendered uninhabitable

- 5.1** The Landlord's repairing obligations referred to in clause **3.3** shall not be construed as requiring the Landlord to (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a Tenant-like manner; (b) to rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident; or (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.
- 5.2** 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 anything done or not done by the Tenant, his family or his visitors or the damage caused by the Tenant needs to be made good or the insurer pays the costs of re-housing the Tenant. To avoid doubt the Landlord does not have to re-house the Tenant.
- 5.3** If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party unless the damage is due to anything done or not done, or negligence or misuse by the Tenant, his family or his visitors.
- 5.4** The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.
- 5.5** This Agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies. If a court decides that some part of the Agreement is invalid or unenforceable, the rest of the Agreement will still be valid and binding on all parties.

**Service of Notices etc. by the Landlord or Agent or Tenant**

- 5.6** In accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the Landlord or his Agent delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this Agreement or any Act of Parliament, to the Premises (or the last known address of the Tenant if different) by hand before 4.30pm the notice will be deemed served on the next working day; or if sent by first class post, addressed to the Tenant then the Tenant

will be treated as though they have received it two working days later. A working day excludes a Saturday, Sunday or Bank Holiday.

- 5.7** In accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the Tenant delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this Agreement or any Act of Parliament, to the address of the Landlord shown at 1.3 or if the Landlord is not resident in England and Wales the alternative address shown at 1.4 (or the last known address of the Landlord if different) by hand before 4.30pm the notice will be deemed served on the next working day; or by first class post it will be deemed delivered two working days later which excludes a Saturday Sunday or Bank Holiday, addressed to the Landlord then the Landlord will be treated as though they have received it.

## **Surrender of the Tenancy by the Tenant**

- 5.8** Strictly with the Landlord's or his Agent's prior written consent and subject to certain conditions that may include the Landlord's reasonable costs or commission associated with the re-letting of the Premises, the Tenant might be allowed to surrender or give up this Tenancy before it could otherwise lawfully be ended.

## **Stamp Duty Land Tax**

- 5.9** The Tenant will be responsible for assessing their liability, if any and at any time, for Stamp Duty Land Tax ("SDLT") and for submitting the appropriate forms and payment to HMRC.

## **FORFEITURE - RIGHT OF RE-ENTRY**

**Important** If either party to this Agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice.

The law (Protection from Eviction Act 1977) gives a Tenant protection against arbitrary or immediate termination of their rights of occupation and the law restricts a Landlord's rights, except in certain circumstances, to evict from, or prevent a Tenant from living in Premises subject to an existing Tenancy Agreement without first obtaining a court order.

For the Landlord to commence legal proceedings to repossess the Premises based on a breach of the Tenancy (where the Tenant had failed to remedy the breach in good time), which might result in the court evicting the Tenant or issuing a court order terminating the Tenancy earlier than might otherwise be lawful; the law requires that the Tenancy Agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-entry. Clause 5.10 is such a clause.

**For the avoidance of doubt: In order to exercise his legal rights under this clause, 5.10, the Landlord will first need to obtain a court order**

- 5.10** If any of the circumstances mentioned in the Housing Act 1988 Schedule 2 apply then the Landlord may re-enter the Premises and the Tenancy shall be terminated provided the Landlord has a possession order from the County Court and the court bailiff has evicted the Tenant. Full details of the Grounds are available on request. Any such action will not restrict or limit any other legal rights, which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this Agreement.

## **6. DATA PROTECTION AND DATA PRIVACY CLAUSE**

- 6.1** Carter Jonas is committed to your privacy and full details of our Privacy policy can be found in the Data Privacy section on our website ([www.carterjonas.co.uk](http://www.carterjonas.co.uk)). The Tenant understands that their Personal Information will be retained by the Agent and, both during and after the tenancy, that personal information may be shared as required with the Landlord, utility and media providers and facilitators, local authorities, authorised contractors, reference agencies, legal advisers and debt collectors and any third party with an interest in the Property which includes but is not limited to block managers, concierges or porters, or managing agents of a building of which the property forms part.

The Tenant is made aware that the Local Authority may, where applicable, share with the Agent information regarding the payment of Local Housing Allowance or Housing Benefit. Where applicable the Agent or the Landlord may, as required by Law, make general enquiries through the Home office website to ascertain the immigration status of the Tenant.

We will include your details on our client management database and we may use this to send you items of interest from time to time. If you wish to amend or request that we delete the data we hold about you please email [datamanagement@carterjonas.co.uk](mailto:datamanagement@carterjonas.co.uk)

## 7. **JURISDICTION**

7.1 The Landlord and the Tenant agree that the laws of England and Wales apply to this Agreement.

## 8. **The following are SPECIAL or ADDITIONAL CLAUSES individually negotiated between the parties.**

(Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses, Rent Review clause, permitted occupiers, additional charges etc)

*If there are no special or additional clauses please draw a diagonal line through the blank space of this section*

8.1 <Tenancy.GetBreakMergeText(>

8.2 <Tenancy.GetRenewMergeText(>

8.3 <Tenancy.GetAllowMergeText(>

8.4 <Tenancy.GetRespMergeText(>

### 8.5 **Animals and Pets**

The Landlord grants permission for the Tenant for the **pet insert breed/animal ie Labrador Dog** known as **<<insert animal name>>** to reside in the Property throughout the Tenancy. The permission may be withdrawn by the Landlord upon giving written notice to the Tenant if the behaviour of or noise caused by the animal affects any adjoining occupiers or residents or damage is caused to the Property.

The Tenant agrees to the following:

To clean, arrange, or compensate the Landlord for the cleaning of the Property with de-infestation cleaner to a professional standard at the end of the Tenancy if de-infestation is necessary. The Tenant will be liable to compensate the Landlord for any losses suffered due to flea infestation by an animal of the Tenant, his family or his visitors.

To compensate, remedy or pay the Landlord for any damage (without allowing for fair wear and tear) caused by any animal visiting residing or having access to the Property, garden and all common areas during the Tenancy and/or the contents of the Property, including replacing the carpets in their entirety (or affected rooms/pieces of carpet).

To take reasonable steps to keep the animal known as **<<insert animal name>>** under control during the Tenancy.

To keep the Property, garden (if any) and all common areas free of fouling by the animal during the Tenancy and at the end of the Tenancy.

To ensure the animal is not allowed to roam or access any communal gardens and the Tenant abides at all times by the rules of access and usage of the communal gardens in relations to any animal or pet.

### **OR 8.5**

The Tenant agrees neither to keep any animals, birds or reptiles or rodents in or on the Premises nor to allow his invited guests or visitors to do so and in breach of this clause to be responsible for the reasonable costs of rectification of any damage caused or for any

appropriate de-infestation, cleaning, fumigation etc required.

- 8.6** Carter Jonas will charge a permitted payment of £50 including VAT for any changes to the tenancy agreement once it has become legally binding.

*As a matter of good practice, and to help avoid misunderstandings or disputes later; where special or additional clauses have been inserted in this section, the parties should initial the bottom of this page. If there are no special or additional clauses please draw a diagonal line through the blank space of this section.*

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## 9. SIGNATURES of the PARTIES

### IMPORTANT

If either party does not understand this Agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

The terms and conditions of this Agreement include those special or additional clauses (if any) set out in section 8 above.

SIGNED

By, or for and on behalf of, the **LANDLORD(s)**

SIGNED

By, or for and on behalf of, the **LANDLORD(s)**

SIGNED

By, or for and on behalf of, the **LANDLORD(s)**

SIGNED

By, or for and on behalf of, the **LANDLORD(s)**

SIGNED

**First  
TENANT**

SIGNED

**Second  
TENANT**

SIGNED

**Third  
TENANT**

SIGNED

**Fourth  
TENANT**

# TENANT ONLY

I / We, confirm that I / We have received the following documents from Carter Jonas LLP prior to the commencement of the tenancy of

**Please initial below for confirmation  
of receipt of the following:**

Energy Performance Certificate	
Gas Safety Certificate	
DCLG 'How to Rent' publication <a href="https://www.gov.uk/government/publications/how-to-rent">https://www.gov.uk/government/publications/how-to-rent</a> .	

Date: