

AGREEMENT
for letting furnished dwelling house
on an assured shorthold tenancy

DATE

PARTIES **1. The LANDLORD**

Vince Norvill
1, Saville Close
Cheltenham
Gloucestershire
GL50 4NE
Tel: 07931 630408
Email: vince@yourperfectpad.com

PROPERTY The dwelling-house situated at and being:

Together with the Fixtures Furniture and Effects therein and more particularly specified in the Inventory thereof signed by the parties.

TERM A term certain of 48 weeks (11 months) from 1st August 2012

RENT £ per month (inclusive) per double room and £ per month (inclusive) per single room subject nevertheless as hereinafter provided.

PAYABLE In advance by Standing Order every **calendar** month by the following named Tenant(s) each of whom is liable to pay that part of rent written along side that person's name.

-liable for the rent of £ per month
-liable for the rent of £ per month
-liable for the rent of £ per month
-liable for the rent of £ per month
-liable for the rent of £ per month
-liable for the rent of £ per month
-liable for the rent of £ per month
-liable for the rent of £ per month

First payment to be made on the 1st day of August 2012

1. THE Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.

With exception to the rent which is apportioned so as each Tenant is only liable for their share, all Tenants' obligations in the lease are on a joint and several basis so that the full extent of any claim in respect of any breach can be enforced against all Tenants jointly as well as each person individually.

That if the Rent or any instalment or part thereof shall be in arrears for fourteen days (whether legally demanded or not) interest will be charged at 8 per centum per annum from the date upon which such Rent was due to be paid upon until the date which it is actually paid and upon each instance of arrears addition an administration charge of £40.00 shall be levied.

2. WHERE the context admits:

- (a) "**THE** Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
- (b) "**THE** Tenant" includes the persons deriving title under the Tenant(s)
- (c) References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any of them

3. (a) THE Tenant agrees to pay the Landlord on the signature of this Agreement a deposit ("**the Deposit**") of £200.00 as security against the failure by the Tenant to make good on demand by the Landlord and at the Tenant's expense any damage by the Tenant to the Property or to any Fixtures, Fittings, Furnishings and Effects and as security against any expense or other nuisance occasioned to the Landlord by the failure of the Tenant to behave in a tenant-like manner or to observe the terms and conditions of this Agreement. If the Tenant withdraws from this agreement at any time during or before the term of the tenancy they will agree to forfeit their deposit in full.

(b) **THE** Tenant hereby agrees with the Landlord that if the Property is permanently vacated by the Tenant at the Tenant's own request before the last day of the Term, the Tenant shall remain liable to pay to the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full Term.

4. THE Tenant will:

- (a) Pay the Rent at the times and in the manner specified in this Agreement and provide the written consent of a guarantor for the Rent
- (b) Pay for all charges made for the use of a telephone (if any) on the Property during the tenancy or any other charges made for telephone, cable or satellite equipment which may be used on or in connection with the property.
- (c) Not damage or injure the Property or make any alteration in or in addition to it and to immediately notify the Landlord of any deterioration of the Property or of the Fixtures, Fittings, Furnishings and Effects whatever may be the cause thereof.
- (d) Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of them from the Property and not to bring into the property any furniture that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

- (e) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good or pay for the repair of or replace all such items of the Fixtures Furniture and Effects as shall be broken lost damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted) and immediately replace all broken glass.
- (f) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.
- (g) Not to hang or expose in or upon any part of the Property so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the property any flower box pot or any like object, not to shake any mats, brooms or other articles inside any part of the property or out of the windows of the property.
- (h) Not to leave the Property unoccupied at any time without first securing all windows and doors using all locks and bolts available and not to have any additional keys made for existing locks. Not to alter or change locks or bolts without formal consent from the Landlord.
- (i) Not carry on the Property any profession trade or business or let apartments or receive paying guests on the property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence.
- (j) Permit the Landlord or the Landlord's Agents and all other persons authorised by them at all reasonable times (but at any time in the case of emergency) during the Tenancy to enter into and upon the property for the purposes of carrying out and completing any necessary repairs or for the purpose of examining the state and condition of the property and the furniture, fixtures and affects.
- (k) Not assign, sublet or otherwise part with possession of the Property.
- (l) Not at any time or times so as to cause any nuisance or noise to any of the occupiers of the remainder of the Property or of any adjoining or neighbouring premises to play or use or permit the playing or use of musical instruments, television, radio, loud speaker or mechanical or other noise making instrument of any kind or to practice or to permit the practising of any singing in the Property.
- (m) No washing machine in the Property, whether the property of the Landlord or the Tenant, shall be used or operated before nine a.m. or after nine p.m. No washing machine in the Property shall be operated and in particular, shall not be left to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely fully responsible for any damage caused to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the operation of any washing machine by the Tenant in breach of the provisions of this clause.
- (n) With the exception of pilot lights on gas-operated water heater (not gas cookers) and electrically operation clocks and other such items as are designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property.

- (o) To keep all electric lights in good working order and to replace all light bulbs as and when necessary. Not to allow baths, basins, sinks or storage cisterns to overflow and to keep all gullies, waste pipes and drains free from obstruction.
- (p) To permit the Landlord or the Landlord's Agents at all reasonable times of the day during the Tenancy to enter upon and view the property with prospective occupiers.
- (q) Perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulation made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
- (r) Promptly give to the Landlord a copy of any notice received concerning the Property or any neighbouring property.
- (s) Ensure the Property is secure at all times and to indemnify the landlord against any costs that may arise by way of damage or destruction caused by the Tenants negligence to protect the Property, the Landlord may pursue such a claim by legal action. Tenants must insure their own belongings.
- (t) Not permit any animal to be kept on or in the Property.
- (u) Not to take into, use or keep in the Property any heater or like object which requires paraffin or other inflammable liquid or gaseous fuel, not to burn candles and not to smoke inside the property.
- (v) Not to leave or park or permit to be left or parked so as to cause any obstruction in or any approach roads or passageways adjacent to or leading to the Property any motorcycle, bicycle, perambulator or other vehicle belonging to or used by the Tenant or by any of their friends, servants or visitors and to observe all request made by the Landlord from time to time relating to the parking of such vehicles.
- (w) To occupy the property with only those persons named on the agreement.
- (x) To pay council or any other property tax in respect of the property during the term and to indemnify the Landlord therefrom, including any liability that may be incurred by the Landlord, as a result of the Tenant ceasing to occupy the property as his/her/their main or sole residence.
- (y) Not to allow any guest to reside at the property for more than two consecutive nights in seven.

5. Forfeiture: For the avoidance of doubt: in order to exercise his legal rights under this clause the landlord will first need to obtain a court order.

- (a) If at any time the rent, or any part of the rent shall remain unpaid for 30days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, or if any of the Grounds in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) shall arise, then the Landlord may re-enter the property and the tenancy shall be terminated 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 Tenants obligations under this agreement.

6. THE Landlord agrees with the Tenant as follows:

- (a) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except any council tax and the use of a telephone).
- (b) To arrange for the bills for Gas, Electric, Water, Sewage and Internet to be set up in the Landlords sole name and to be settled as and when they are demanded, and contribute the agreed limit towards these bills. The Tenant will on demand pay to the Landlord the account of a bill to the extent that it exceeds the Agreed Limit
- (c) That the Tenant paying the Rent and performing the agreement on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- (d) To return to the Tenant any rent payable for any period which the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration.
- (e) 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, electricity and for sanitation (including basins, sinks, baths and sanitary conveniences).

7. LANDLORD'S UNDERTAKINGS:

- (a) The landlord agrees that he shall register the deposits with the government approved Tenancy Deposit Solutions Ltd within 14 days of receipt. Confirmation of this can be verified by viewing the website mydeposits.co.uk and accessing the subheading 'Tenants' which also includes the procedures for resolving a dispute. The Landlord shall inform the Tenant of the circumstances in which all or part of the Deposit may be retained by the Landlord in relation to the terms of this tenancy agreement.
- (b) The Landlord agrees that within 10 days after the determination of the tenancy the Landlord shall account to the Tenant for such part of the Deposit the Landlord shall deem necessary to enable the Landlord to make good any breach or non-compliance by the Tenant with the obligation hereunder and to pay all costs, charges and expenses incurred in connection herewith and shall account to the Tenant for any balance of such sum. If the deposit shall be insufficient for the purpose aforesaid the Tenant shall pay to the Landlord forthwith on demand such further sum as shall in the opinion of the Landlord be required for such purposes. Specifically, the Tenant hereby agrees not to use any part of the deposit in lieu of rent. Any disputes will be resolved by the relevant Tenancy Deposit Scheme, (Tenancy Deposits Solutions Ltd)
- (c) The Landlord shall retain any interest earned during the tenancy on all or part of the Deposit which he retains.

8. NOTICES:

- (a) Notice to quit of one complete calendar month by the 1st of the month has to be given in writing by the Tenant to the Landlord to terminate the Tenancy. The Tenant

cannot terminate the Tenancy until the end of the rental Term (ie, the period of notice must expire on the last day of the rental Term).

- (b) Tenants wishing to leave before the end of the rental term may only do so by nominating an acceptable replacement in writing to the Landlord and by paying the rent until the date the replacement moves in to the property and signs the Tenancy Agreement.
- (c) The rules as to the service of notices in section 196 of the Law of Property Act 1925 apply to any notice given under this Tenancy Agreement. The Landlord's address for the service of notices, including notices in proceedings, and including those under section 48 of the Landlord and Tenant Act 1987 is the address given above for the Landlord until the Tenant is notified of a different address in England or Wales.
- (d) Any Notice under this Agreement to the Landlord or any Notice under the Landlord and Tenants Act 1987 Sections 47 and 48 shall be served on the Landlord or his agent personally or by registered post to the Landlord at the above address. A notice sent by registered post shall be deemed to be delivered forty-eight hours after it is placed in the post. Any Notice to the Tenant shall be deemed sufficiently served if it is sent by registered post to the Property and shall be deemed to have been received forty-eight hours after posting.

9. **THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.

10. ADDITIONAL CLAUSES:

The Agreed Limit shall apply only to the usage cost of Gas and Electricity where the Landlord's obligation shall be limited to a sum of £1,300.00 during the Term of the Tenancy.

WE HEREBY AGREE TO THE FOREGOING

SIGNED by the above-named (the Landlord)

.....

SIGNED by the above-named (the Tenants)

Name: _____

Name: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Signed: _____

Signed: _____