

## USE OF THIS FORM

This is a form of assured shorthold tenancy agreement. **It can only be used to create:**

- (1) a tenancy in England and Wales;
- (2) of a house or flat that is to be occupied by the tenant;
- (3) at a rent of less than £100,000 per annum;
- (4) for a fixed term, for example 6 months or one year, and
- (5) for a maximum term of less than 3 years.
- (6) For a tenancy where if a deposit has been paid, it is protected by Mydeposits.co.uk

**Whether the agreement is appropriate for the letting that any particular parties propose to enter can only be determined by the individuals involved.**

**It is also likely that some of the terms set out in the form may not be relevant or appropriate to every situation. Those using the form should, therefore, examine each provision carefully and assess whether each provision is suitable for their needs.**

At some points the form requires an alternative to be selected or deleted.

Above all, the parties must appreciate that the agreement is drafted to create a legally binding agreement and, as such, should consider whether they wish to instruct a solicitor to advise them as to the suitability of the agreement to their individual situation.

There may also be certain specific matters that should be added to the agreement as a result of specific negotiations. For example, the landlord should consider whether to make express provision for rent review or to provide that the tenant is not to have the right to transfer the tenancy or to sublet the Property during the terms of the tenancy. The form provides space for such amendments to be made. Again, the parties should consider whether they wish to instruct a solicitor to advise them as to the suitability of any particular provision that they wish to include and the impact of that provision on the basic form of agreement.

As an assured shorthold tenancy, the terms of the tenancy and the landlord's right to claim possession will be governed primarily by the terms of the Housing Act 1988 (as amended).

As to repair, the landlord's obligations are also governed by sections 11-14 of the Landlord and Tenant Act 1985.

The internet provides free access to copies of the Acts and of any amending legislation, for example on [www.hmso.gov.uk](http://www.hmso.gov.uk).

There are also certain regulations that will bind the parties regardless of the terms of the agreement, for example, HMO Licensing as to the fire resistance of furniture and furnishings, gas safety checks and minimum standards for electrical installations. The parties should take steps to inform themselves of their rights and obligations before entering an agreement. If in doubt, the parties should consult their local authority.

N.B. THIS FORM IS NOT DESIGNED TO BE A SUBSTITUTE FOR OBTAINING LEGAL ADVICE AS TO THE RELATIONSHIP OF LANDLORD AND TENANT THAT THE PARTIES INTEND TO CREATE.

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# TENANCY AGREEMENT

PREMIER LETTING OXFORD

## **INFORMATION FOR PROSPECTIVE TENANTS**

**This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).**

Before you sign it you should read it carefully and make sure you understand the responsibilities and rights of both the landlord and tenant.

**You may wish to consider matters before signing and if unsure take some advice, from a solicitor, Citizens Advice Bureau or Law Centre, for example.**

**Once signed and completed it becomes a contract between you and your landlord.**

This agreement is only for use in England and Wales.

Not to be used for agreements of three years or more.

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## **How to find your way around this Tenancy Agreement.**

In this Agreement the clauses are written in plain English and arranged in a logical order as follows.

### **Contents**

PREMIER LETTING OXFORD .....	1
INFORMATION FOR PROSPECTIVE TENANTS .....	3
HOW TO FIND YOUR WAY AROUND THIS TENANCY AGREEMENT .....	4
1. THE MAIN TERMS OF THE AGREEMENT .....	7
2. THE DEPOSIT .....	9
3. THE TENANT'S OBLIGATIONS .....	11
WHAT THE TENANT MUST PAY FOR AND HOW THE TENANT MUST LOOK AFTER THE PROPERTY .....	11
INSPECTIONS AND VISITS .....	15
4. RESTRICTIONS ON THE TENANT .....	15
WHAT THE TENANT MUST NOT DO .....	15
5. CLAUSES THAT RELATE TO LEASEHOLD PROPERTY ONLY .....	20
6. INDIVIDUALLY NEGOTIATED CLAUSES .....	21
7. FURTHER AGREED MATTERS .....	21
8. THESE ARE THE LANDLORDS OBLIGATIONS .....	24
9. THE LANDLORD FURTHER STATES AS FOLLOWS .....	25
10. THE SCHEDULES .....	26
10(a) <i>Schedule A</i> .....	26
10(b) <i>Schedule B</i> .....	26
10(c) <i>Schedule C</i> .....	26
11. THE SIGNING OF THE DOCUMENTS .....	27

## **BY WAY OF EXPLANATION**

- **“Administration Costs”** means the costs and charges associated with the setting up and running of the tenancy. These are non-negotiable.
- **“Cleared funds”** means cash or a direct debit payment or the date on for the avoidance of doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation. Electronic transfer of funds at least 2 working days before due date will be accepted.
- **“The Deposit”** means the sum set out on page 6 of this Agreement and described in Clause 2 of this Agreement.
- **“Joint and several”** means that if the Tenant includes more than one person, each individual is liable for all the Tenant’s responsibilities and obligations under the Tenancy individually as well as jointly with the others.
- In this Agreement the word **“Landlord”** includes all those people listed on page 7 of this Agreement as being the joint or sole landlord of the Property, and their successors in title from time to time.
- The **“Landlord’s Agent”** means any person authorised by the Landlord to act on the Landlord’s behalf from time to time in relation to the Tenancy; a letting agent or a solicitor, for example.
- If the Landlord appoints an agent or agents, their identity and address will be notified to the Tenant promptly in writing and any changes will be notified to the Tenant in good time.
- If the Landlord has chosen not to instruct the Agent to manage the property the tenant is responsible for making contact with the Landlord and ensuring all maintenance matters are reported directly to the Landlord not the Agent.
- **“Stakeholder”** means as agent for the Landlord and for the Tenant. A Stakeholder can only act with the consent of both the Landlord and the Tenant. No deductions can be made from the deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision.
- The word **“Tenant”** includes all those persons listed on page 7 (and any addendum) of this Agreement as being joint and several Tenants of the Property and any person in whom the tenancy is vested from time to time.
- **“Deposit Holder”** in the Prescribed Pages means the person, firm or company who holds the Deposit
- **“Relevant Person”** means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- References to the masculine gender in this Agreement will include the feminine and to the singular will include the plural.
- The basis upon which the Landlord can recover possession from the Tenant, during the fixed term are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

### **Mandatory Grounds**

**Ground 2:** at the start of the Tenancy the Tenant was advised that the Landlord owns the property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

**Ground 8 :** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly;

### **Discretionary Grounds**

**Ground 10:** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

**Ground 11:** there is a history of persistently late Rent payments;

**Ground 12:** the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

**Ground 13:** the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

**Ground 14:** the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

**Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

**Ground 17:** the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the Tenant's instigation.

There are a series of Schedules attached to this Agreement.

#### **Schedule A**

If the Property contains furniture, fixtures, contents and effects, a list of the furniture, fixtures, contents and effects will be set out with a description of their condition in *Schedule A* – “Inventory and Schedule of Condition”.

#### **Schedule B**

If the Landlord's own title to the Property is leasehold and not freehold, the Landlord will himself be a tenant under a “Superior Lease” and there will be a “Superior Landlord”.

Where the tenant's obligations under the Superior Lease are passed on to the Tenant to be performed by the Tenant during the tenancy those obligations are set out in full in Schedule B.

#### **Schedule C**

Gives details to the Tenant of the insurance policy taken out by the Landlord in relation to the Property and its contents prior to the commencement of the tenancy. The Landlord will inform the Tenant forthwith in writing of any alteration in the identity of the insurer and/or of any new insurance policy and/or of any revision in the terms of the insurance policy.

# **1. THE MAIN TERMS OF THE AGREEMENT**

- **Date**

Insert the date upon which the Agreement is signed by the Landlord and by the Tenant.

- **Landlord (s)**

Insert the full name and address or names and addresses of the Landlord. If necessary, attach a continuation sheet setting out the full names and addresses of all joint landlords.

- **The Tenant (s)**

Insert the full name and present address or full names and present addresses of the Tenant. If necessary, attach a continuation sheet setting out the full names & addresses of all joint Tenants.

- **The Property**

Insert the full postal address and post code of the property to be let to the Tenant under this Agreement. If necessary, describe the property in detail so that there can be no doubt as to exactly what is or is not to be let to the Tenant under the Agreement.

- **The Property contains furniture, fixtures, contents, and effects which are specified together with a description of their condition in Schedule A “Inventory and Schedule of Condition”.**

- **The Term of the Tenancy**

Insert the length of the tenancy, for example 6 months, and the calendar dates on which the tenancy is to start and is to end.

Term

From

To

- **The Rent Payable**

Insert the amount of the rent payable and delete as necessary to show how often that rent is to be paid and whether it includes or excludes water rates.

Should this contract be extended or renewed under a new assured shorthold tenancy, this may be subject to an increased rent

- **The Rent Due Date**  
Insert the day or days on which the rent is to be paid. For example, if payable weekly or monthly insert the day of the week or date in the month on which the rent is to be paid. If quarterly, state that the Rent is to be payable on the 25 December, 25 March, 24 June and 29 September in every year or such other dates as have been agreed.  
Note the description of “cleared funds” on page 5.

- The rent is to be paid until further notice in the following manner.

In cleared funds in advance on

**THE FIRST DAY OF EACH MONTH**

- **The Deposit**

This Agreement is an Assured Shorthold Tenancy and before signing the document the Tenant will pay the following amounts of money (which have been previously notified to the Tenant.)

Initial Rent for the period from

Administration costs as previously agreed

Other costs\*

Deposit

\*A full explanation to be included as to the nature and amount of such costs.



## **2. THE DEPOSIT**

- 2(a) The Tenant agrees to pay to the Landlords Agent the Deposit before the signing of this Agreement or purchase a deposit warranty.
- 2(b) The Deposit paid by the Tenant is held as security for the performance of the Tenant's promises and agreements under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 2(c) During the Tenancy the Deposit is held by The Agent as Stakeholder which means that no deduction can be made from the Deposit without the written consent of both the Landlord and the Tenant. Where there is more than one tenant the deposit or balance thereof will not be returned to any person other than the nominated lead tenant under any circumstances. The Agent is a member of Mydeposits.co.uk. No interest will be paid to either the Landlord or the Tenant on the deposit.
- 2(d) The Deposit has been taken for the following purposes:
- 2(d)(1) Any damage, or compensation for damage, to the Property 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.
- 2(d)(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 Property, its fixtures and fittings.
- 2(d)(3) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the Tenant is liable.
- 2(d)(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.
- 2(d)(5) The reasonable costs incurred by the Agent in overseeing, rectifying damage or other necessary works at the end of the Tenancy relating to the Tenants obligations.
- 2(e) The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement, whether expressly set out in this Agreement or implied as part of the Agreement.
- 2(f) After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within 31 working days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Agent will return the Deposit to the lead Tenant. You must formally request this from your Landlord or Agent, within 10 days after the tenancy ends. Keep evidence of this request. Your Landlord/Agent should attempt to negotiate the deposit amount to be returned to you. If you cannot reach an agreement, or if the payment of an agreed amount is not made within 30 days, you make look to raise a dispute with Mydeposits.co.uk, ADR. Any amount of the deposit that you cannot agree becomes the "Disputed Amount" and is subject to the disputes procedure.
- 2(g) If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.

2(h) The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

2(i) The Deposit is safeguarded by Mydeposits.co.uk and full details are contained in the leaflet, Information for tenants handed to you by your Landlord/Agent, the prescribed information.

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### **3. THE TENANT'S OBLIGATIONS**

#### **WHAT THE TENANT MUST PAY FOR AND HOW THE TENANT MUST LOOK AFTER THE PROPERTY**

THE TENANT PROMISES:

##### **3(a) Rent**

To pay the Rent in cleared funds in advance by the Rent Due Date specified on page 8 of this Agreement in the manner specified by the Landlord in writing, if any.

- (i) Rent payments must reach us on or before the first day of each month. A charge of £12.00 inclusive of VAT will be levied for every rent reminder necessary after the first day of each month.

##### **3(b) Services**

The Tenant agrees that all accounts for Gas and Electricity will be transferred to the Tenant(s)' names for the duration of the Tenancy. The Agent or Landlord is authorised to pass on the Tenants names to their chosen utility provider.

- (i) At the start of the Tenancy, the Tenant will immediately arrange with the relevant provider to register for water rates (if applicable and if not included in the Rent) council tax (or any other property tax) telephone line rental and call charges, television licence fee and satellite or cable fees if installed and to maintain all these services for the total length of the Tenancy paying all standard charges and all charges for the consumption of these services. The Tenant will not allow any of these services to be discontinued or disconnected at any time.
- (ii) Tenant(s) who change utility companies without permission from the Landlord will incur all administrative and related expenses. For the avoidance of doubt the administrative expense incurred for the change of utility without prior notification and agreement is £35 and covers the necessary admin to reinstate the Agent or Landlord's chosen utility provider.
- (iii) The Tenant may not change the supplier of these services, or the telephone number at the Property, without formal permission from the Landlord or the Landlord's Agent, such permission not to be unreasonably withheld or delayed. The Tenant will be responsible for all charges associated with any such change.
- (iv) The Tenant will pay promptly all correct accounts for these services at the end of the Tenancy following final readings and billings.
- (v) The Tenant will comply with the local authority's regulations concerning recycling and waste collection. On moving in to the property the Tenant will contact the local authority and make provision for the delivery, if necessary, of appropriate recycling containers and ensure that they are aware of the timetable for placing such waste at the collection point. The Tenant understands that failure to comply with local authority regulations may result in a "fine" being imposed on the Tenant and the Tenant understands they are fully liable.

### 3(c) Administration Costs

To pay a fair proportion of the administration costs in setting up this Tenancy as follows:

- (i) The reasonable costs (as previously detailed and notified in writing to the Tenant) for the preparation and completion of this Agreement.
- (ii) The reasonable costs (as previously detailed and notified in writing to the Tenant) of performing the inventory check of the Property and of the furniture, fixtures, contents and effects as listed in Schedule A to this Agreement at the end of the Tenancy and the reasonable costs of preparing a written report of the damages and defects which are the responsibility of the Tenant under this Agreement.
- (iii) The costs to the Tenant of the Inland Revenue stamping this Agreement (if the Agreement requires stamping).

### 3(d) Correspondence

To forward promptly to the Landlord or the Landlord's Agent any notice or other communication received at the Property relevant to the Property, for example any application for planning permission or a justices licence or notification of proposed works in the local area.

### 3(e) The Manner of Use of the Property

- (i) To use and look after the Property in a proper and tenant-like manner throughout the Tenancy.
- (ii) To protect the Property, and, in particular, to keep the inside of the Property and all furniture fixtures contents and effects described in Schedule A to this Agreement in good condition (as described and agreed in Schedule A).

For the avoidance of doubt, the Tenant will not be responsible for:

- fair wear and tear to the Property (that is to say deterioration caused by reasonable conduct of the Tenant during the Tenancy); or
  - any damage caused to the Property by fire and other insured risks where the Landlord has appropriate insurance in place. A copy of the main terms of the insurance maintained by the Landlord as at the date of this Agreement is set out in Schedule C to this Agreement.
- (iii) **Insurance.** Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased above the normal level for a rented property like the Property.
  - (iv) To replace glass broken by the Tenant (or the Tenant's family or guests) in a proper and workmanlike manner and promptly after damage has occurred.
  - (v) To replace light bulbs and florescent tubes that fail during the course of the Tenancy at the Tenant's own expense.
  - (vi) To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs, or appliances.
  - (vii) To notify the Landlord or the Landlord's Agents promptly in the event of any loss or damage to the Property by fire, theft, impact, or any other event.

- (viii) To look after the furniture, fixtures, contents, and effects in the Property as listed and agreed in Schedule A to this Agreement and to protect them from destruction or damage.
- (ix) If any furniture, contents or effects in the Property are destroyed or damaged during the Tenancy to pay for any repair that may be necessary or replace the article with a matching article of a similar kind and of equal value. This obligation excludes liability for:
  - (1) fair wear and tear, which is to be agreed at the end of the Tenancy and
  - (2) destruction or damage for which the Landlord is insured and which the Landlord is able to put right following a successful insurance claim under the Landlord's insurance policy.
- (x) To take all reasonable precautions and to exercise a reasonable degree of diligence to protect the Property, its pipes and any equipment from damage that might be caused by freezing weather, and generally during the winter months of November to March (inclusive).
- (xi) to hand back to the Landlord at the end of the Tenancy the furniture, fittings, contents and effects and the Property itself in the state and condition specified in Schedule A to this Agreement together with any substituted replacement articles in a good clean state, setting the Property out in the same order as at the start of the tenancy as listed and described in Schedule A to this Agreement (fair wear and tear excepted – see clause 3(e)(ix)(i).
- (xii) The property is only to be occupied by those named in this Agreement unless otherwise stated in writing by Premier. If the property is subject to a House in Multiple Occupation License the number of allowed occupants will be listed on the license. A copy of the license is available from Premier.

### 3(f) The Garden

To keep the garden and outside areas of the Property (if any) in good seasonable order throughout the Tenancy. In particular:

- (i) To cut the grass at appropriate regular intervals and keep the borders and paths of the Property reasonably free from weeds and litter.
- (ii) To protect the shrubs, trees and plants growing in the garden of the Property (if any) and, in particular to preserve any plants of particular value listed in Schedule A to this Agreement, including the watering and preservation of any house plants listed in Schedule A to this Agreement.
- (iii) Not to cut down, remove or otherwise injure the shrubs, trees and plants growing in the garden of the Property (if any) except for appropriate pruning and trimming including the regular cutting of hedges to their existing height and shape at the start of the Tenancy.

3(g) To hand back the gardens and grounds of the Property to the Landlord at the end of the tenancy in the state and condition described in Schedule A to this Agreement, subject to seasonal adjustment.

### 3(h) Drains and Pipes

To keep the drains and sanitary apparatus of the Property, including water and waste pipes and ducts, free from obstructions caused by the Tenant.

### 3(i) Reporting to the Landlord

To promptly report to the Landlord or to the Landlord's Agent any repairs that may be necessary to the Property and for which the Landlord is responsible.

### 3(j) Absence from the Property

To formally notify the Landlord or the Landlord's Agent if the Property is to be unoccupied for any period in excess of two weeks so that the Landlord and the Landlord's Agent can consider the insurance, security, and protection issues a period of prolonged absence will raise.

**N.B In addition to the Tenant's contractual liabilities under this Agreement, in the event of a failure by the Tenant to comply with any of the provisions set out in this Agreement relating to the protection of the Property during the Tenancy, the Tenant may be held responsible for any damage or destruction to the Property caused by the Tenant's negligence, and the Landlord may pursue such a claim by legal action**

### 3(k) Cleaning

- (i) To wash, iron and press linen, bedding curtains and net curtains in the Property as often as necessary and at the end of the Tenancy.
- (ii) To vacuum and clean all soft furnishings in the Property as often as necessary and at the end of the Tenancy.
- (iii) To clean the inside and outside of the windows of the Property as often as necessary and at the end of the Tenancy, but only in domestic situations where it is reasonable, safe and practical so to do.
- (iv) To clean all rooms within the Property, particularly the kitchen and bathroom, and all furniture, fittings, contents and effects listed in Schedule A to this Agreement as often as necessary and at the end of the Tenancy.

### 3(l) The Check Out

To attend the check out of the Property with the Landlord and/or the Landlord's Agent at the end of the Tenancy in order to agree the condition and cleanliness of the Property and of all furniture, fixtures, contents and effects listed in Schedule A to this Agreement. At the end of the Tenancy the Tenant agrees to pay a contribution towards the cost of the check out. The fee of £90.00 plus VAT and then £40.00 plus VAT per additional bedroom will be charged.

### 3(m) Call Out Charges

- (i) In the event an invoice is raised by the Landlord's and/or the Landlord's Agent's contractor for a Call Out to carry out works, inspections and/or inventories where the Tenant has prearranged a time and/or has been given reasonable notice yet the Tenant denies access and/or fails to meet the contractor as specifically required, then the tenant agrees to pay the reasonable costs of the contractors call out as per the invoice, from £75.00 inc. VAT.
- (ii) In the event the Tenant locks themselves out of the property and either an employee from the Agent or the Agents Contractor has to attend property to provide access, then the tenant agrees to pay the call out charge as below:
  - During Business Hours (9am to 5.30pm): £40.00 inc. VAT
  - Out of Business Hours (5.30pm to 11pm, 6am to 9am): £75.00 inc. VAT
  - Unsociable Hours (11pm to 6am) & Public Holidays: £120.00 inc. VAT.

Note: This does not cover costs of a lock change and should this be required the cost will be borne by the Tenant.

## INSPECTIONS AND VISITS

- 3(n) The Tenant promises the Landlord that the Tenant will permit the Landlord, a Superior Landlord if any, or the Landlord's Agent or the Superior Landlord's agent, with or without workmen to visit, inspect, repair and maintain the Property during reasonable hours provided they have given reasonable notice, of the date and time they intend to visit.

It is agreed, that such notice is not to be required if there is an emergency or maintenance is necessary at the Property.

- 3(o) After such a visit to the Property the Landlord or the Landlord's Agent may give the Tenant a written statement of any damage, cleaning, defects or other alleged breaches of this Agreement by the Tenant so that the Tenant has an opportunity to make good the matters contained in the written statement during such reasonable time frame as may be agreed between the Landlord and the Tenant.

Following such reasonable time for making good the matters contained in the written statement, a further visit may be made to the Property by the Landlord or the Superior Landlord or the Landlord's Agent or the Superior Landlord's Agent.

- 3(p) If the Tenant fails to make good the matters contained in the written statement within a reasonable time (and no reasonable explanation can be given) the Tenant will permit the Landlord, the Landlord's Agent or workmen employed by the Landlord access to visit the Property by appointment and at reasonable times to make good the matters contained in the written statement.

- 3(q) Subject to the existence of any legitimate dispute between the Landlord and the Tenant, the Tenant will pay to the Landlord the reasonable costs incurred by the Landlord within a reasonable time of production by the Landlord of itemised bills for the making good of the matters contained in the written statement.

### 3(r) Re-Letting/Selling

During the Tenancy the Tenant agrees to:

- (i) Visits to the Property by the Landlord or the Landlord's Agent together with any other persons in connection with the re-letting, sale or refurbishment of the Property at dates and times mutually agreed with the Tenant.
- (ii) The erection of the Landlord's estate agent's board at the Property advertising the Property for sale or rent.

### 3(s) The use of management keys.

If the Landlord or the Landlord's Agent hold keys to the Property then in the event of any appointment not being easily agreed, the Landlord or the Landlord's Agent with or without workmen may gain access to the Property using the keys if that arrangement is formally notified in advance with the Tenant.

## **4. RESTRICTIONS ON THE TENANT**

### WHAT THE TENANT MUST NOT DO

THE TENANT PROMISES THE LANDLORD:

#### 4(a) Furniture

Not to remove from the main rooms of the Property the furniture, fixtures, contents and effects listed in Schedule A to this Agreement, and not to store any furniture, fixtures, contents and effects listed in Schedule A in the roof space, garage or outhouse of the Property because of the increased risks of damage.

**The Tenant may bring onto the Property his own furniture contents and effects provided they are suitable and of appropriate quality. The Tenant is advised to take out and maintain appropriate insurance on all his own furniture, contents and effects in the Property.**

#### 4(b) Underletting etc

Not to under-let, or charge as security for the payment of a debt or performance of an obligation or part with or share possession or occupation of the Property or any part of the Property, and not to receive paying guests.

#### 4(c) Assignment

Not to assign the remainder of the Tenancy without the Landlord's formal written consent, not to be unreasonably withheld. Any proposed assignee will have to submit to the usual credit and financial checks, references and interview prior to an assignment. All the proper costs of the assignment to be paid by the Tenant or the assignee as agreed between them. Where there is a changeover of Tenants with one person leaving and the rest remaining an admin fee for the new Tenant of £160.00 plus VAT will be payable plus any referencing costs necessary. The outgoing Tenant will be responsible for the cost of releasing them from the original Agreement at £200.00 plus VAT. Where Premier are finding completely new occupants for the Property the outgoing Tenant(s) will be responsible for all of the Landlords usual costs in re letting.

#### 4(d) User

- (i) Not to use the Property other than as a private residence for the Occupant and his immediate family.
  - (iii) Not to suffer or permit any person in the premises either by way of being a guest or visitor to be guilty of any illegal or immoral act or conduct which is a nuisance or annoyance to the Landlord or any neighbours. Not under any circumstances to have on the Property or smoke or deal in whether by sale or otherwise cannabis, cannabis resin or any other controlled or dangerous drug.
- 4(e) Not to carry on, or permit to be carried on, any profession trade or business from the Property.
- 4(f) Where the Tenant is a corporation, any employee of the Tenant together with his family who wishes to occupy the Property must be formally approved by the Landlord or the Landlord's Agent such approval not to be unreasonably withheld or delayed.

#### 4(g) Security

Not to leave the Property unoccupied at any time without first securing all windows and doors using all locks and bolts available and setting any burglar alarm fitted to the Property. Both the Landlord's insurance policy and/or the Tenant's insurance policy could be invalidated if this is not done on every occasion.



- 4(h) Not to alter, change or install additional locks or bolts on any doors and windows in and about the Property or have any additional keys made for existing locks (save in the event of emergency) without the formal consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld or delayed.

If, with the Landlord's consent, or in the event of an emergency, additional keys are made then a list stating the number of sets of keys in existence is to be sent to the Landlord or the Landlord's Agent and is to be retained with this Agreement. At the end of the Tenancy the Tenant will hand back all such additional keys together with all original keys to the Property at no cost to the Landlord.

In the event that any keys to the Property are lost the Tenant will notify the Landlord immediately, and the Tenant will pay to the Landlord reasonable costs in replacing the locks involved within a reasonable time of receiving a written request for payment.

- 4(i) Not to change the burglar alarm code for the Property (if any) without the formal consent of the Landlord or the Landlord's Agent (save in the event of emergency), such consent not to be unreasonably withheld or delayed. Following any change in the burglar alarm code for the Property to notify the Landlord or the Landlord's Agent of any new code immediately and to confirm that notification in writing immediately.

4(j) Nuisance

- (i) Not to cause a nuisance or annoyance to occupiers of near-by properties.
- (ii) Not to use or play any electrical equipment or musical instrument or practice singing at the Property so as to cause annoyance to occupiers of near-by properties.
- (iii) Not to create any excessive noise clearly audible outside the Property, in particular between 11p.m. and 9a.m (inclusive).

4(k) External Appearance

- (i) Not to allow a flag, placard, sign banner or poster of any description to be displayed so as to be visible outside the Property.
- (ii) Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (depending on the fixings provided).

4(l) Washing etc

Not to hang or display in or around the Property any clothes or washing of any description except in areas designated for this purpose.

#### 4(m) Open Fires

Not to use open fires in the Property except in fireplaces expressly authorised by the Landlord or the Landlord's Agent as appropriate for this purpose.

#### 4(n) Storage

Not to deposit or store coal or fuel on any part of the Property save and except in the area or receptacle set aside for that purpose and described in Schedule A to this Agreement.

#### 4(o) Fire Safety

- (i) **FIRE RISKS:** Not to keep combustible, inflammable, dangerous, or offensive goods, substances or other materials at the Property. Not to carry out any act which may cause a fire in the property or interfere with fire prevention and protection equipment, and to make sure escape routes from the Property are clear at all times.

Whilst this restriction does not include matches, it does include all candles and other naked flames which create a danger to the safety of the Property and its occupants. Where the Property is Licensed as a House in Multiple Occupation, and in certain other types of rented Property, there will be fire doors and a fire alarm system which is subject to annual servicing. At no time are fire doors to be propped open

- (ii) **FIRE DETECTION SYSTEM:** All occupants of properties where a Fire Alarm System is fitted must test the alarm(s) weekly and complete the relevant sections of The Fire Safety Log Book provided in the property, where it must remain at all times, as shown on the Inventory.

This is compulsory and failure to comply will result in Premier arranging for its staff and/or contractors having to do this for you and you will be charged.

Loss of The Fire & Safety Log Book will incur a fee of £100.00 inc. VAT for its replacement.

#### 4(p) Waste - Not to commit "waste" at the Property.

This legal expression means:

- (i) Not to commit any act which causes wilful or negligent deterioration of the Property and of the furniture, fixtures, contents and effects listed in Schedule A to the Agreement. Acts which cause wilful or negligent deterioration of the Property or of the furniture, fixtures, contents and effects listed in Schedule A to the Agreement may include, for example, demolishing part of the Property or placing hot objects on unprotected furniture or cutting down trees.
- (ii) Not to fail to act to prevent or stop further damage to the Property and to the furniture, fixtures, contents and effects listed in Schedule A to the Agreement. Appropriate action to prevent or stop further damage to the Property and to the furniture, fixtures, contents and effects may include, for example, turning off the water supply to the Property at the mains in the event of a burst or leaking pipe, and removing furniture from a room effected by flooding.

This obligation does not alter the understanding of fair wear and tear (see clause 3(e)(ix)(i)).

#### 4(q) Animals

Not to keep animals at the Property. The Tenant may apply to the Landlord for a relaxation of this clause and the Landlord will give consent if he believes it reasonable to do so and may apply reasonable conditions. If this permission is given, a certificate of de-infestation from a recognised provider must be presented to the Agent or the Landlord at the tenancy end date.

#### 4(r) Satellite Dishes etc

Not to erect a satellite dish or cabling or any electronic reception device or to install or alter wiring at the Property without formal written consent from the Landlord or his Agent and Agreement as to the method and type of installation, such consent not to be unreasonably withheld.

At the end of the Tenancy if the installation and wiring and cabling is removed by the Tenant or the Tenant's contractor or at the request of the Landlord, then the reasonable costs of the removal, reinstatement and making good of the Property will be met by the Tenant.

#### 4(s) Alterations or additions

Not to make any alterations or additions to the Property internally or externally, or erect any new building or structure and not to damage or allow others to damage any walls or timbers in the Property. If the Tenant wishes to re decorate at the Tenant's own expense the Tenant shall seek formal written consent from the Landlord who will give consideration to the methods and colours proposed and whose consent to the changes will not be unreasonably withheld.

#### 4(t) Decorations etc

Not to cause any damage to the decorations and to any internal or external surface of the Property. In particular:

- (i) not to fix pictures or posters to any wall by means of additional wall piercing or fixing devices.
- (ii) Not to use sticky tape or adhesive fixing devices on the internal or external surfaces of the Property (including "White or Blue Tak") as this may damage the decoration of the Property.

If the Tenant seeks to display material on the walls of the Property using any form of fixing the Tenant must seek the Landlord's or the Landlord's Agent's formal written consent. Such consent will not be unreasonably withheld and the Tenant will be responsible for the costs of putting right any decorations damaged by such additional fixings at the end of the Tenancy.

#### 4(u) Condensation

Condensation will affect the majority of properties including this property. It is the tenants' responsibility to minimise effect. Heating must always be left on low, to maintain an ambient temperature of 21 degrees except in the summer months, and certainly when the property is empty. Only self-condensing tumble dryers may be brought into the property unless installed and vented through walls by Premier. Bathroom windows must be kept open after showering and doors closed to prevent moisture circulating around the property. Kitchen windows must be opened during and after cooking.

#### 4(v) Smoking

Not to smoke, or allow guests of the tenants to smoke at the property or on the land of the property. The tenant may apply to the Landlord for a relaxation of this clause and the Landlord will give consent if he believes it reasonable to do so and may apply reasonable conditions.

#### 4(w)Pests

It is agreed that any infestation of rodents, slugs, bedbugs, ants, fleas etc. Will be the responsibility of the tenants, unless these are sighted within 3 days of the tenancy start date in which case the landlord will be liable for all treatments and disposals. The tenant must take all necessary steps to prevent such infestations and in particular personal hygiene are a priority and the tenant agrees that should such infestations occur they will immediately notify the agent or their landlord to agree the most suitable course of treatment.

#### 4 (x) Saniflow

Where a Saniflow WC is installed in the premises the tenants acknowledge and accept herewith full liability for the performance of the installation and acknowledge that they will not under any circumstances place into the system of the Saniflow and items other than natural waste of small amounts of toilet tissues or similar. No sanitary products, condoms, or otherwise are to be placed into the system. The tenants acknowledge that mis-use will result in them being label in total for all repairs to the Saniflow and any other costs arising from such an incident.

#### 4 (y) Obstructions

No bicycles, pushchairs or other machinery is to be stored in any entrance way or hallway as this contravenes the fire and safety exit regulations.

#### 4 (z) Legionella

Where showers are installed, these have the means of creating and dispersing water droplets which may be inhaled causing a foreseeable risk of exposure to legionella. However, if used regularly the risks are reduced but in any case, tenants must regularly clean and disinfect showerheads. Instantaneous electric showers pose less of a risk as they are generally coldwater-fed and heat only small volumes of water during operation. It is important that water is not allowed to stagnate within the water system. As a general principle, outlets on hot and cold water systems should be used at least once a week to maintain a degree of water flow and minimise the chances of stagnation.

## **5. CLAUSES THAT RELATE TO LEASEHOLD PROPERTY ONLY**

Where the Property is subject to a Superior Lease to a Superior Landlord and the Landlord has undertaken to perform the covenants and conditions and provisions and agreements set out in the Superior Lease (excluding any payment of ground rent, rent, or service charge) then:

- (a) The Tenant promises the Landlord that the Tenant will perform the covenants and conditions and provisions and agreements set out in full in *Schedule B* to this Agreement.

The covenants and conditions and provisions and agreements set out in *Schedule B* to this Agreement may be worded in legal language and the Tenant is advised to consider them carefully and if necessary to seek their own advice, for example from a solicitor or a Citizens Advice Bureau or a Law Centre.

- (b) In particular the Tenant promises the Landlord that the Tenant will not do or permit anything to be done which under the terms of the Superior Lease requires the approval of the Superior Landlord without obtaining such approval as well as the approval of the Landlord under this Agreement.

Any application for such approval will require to be referred in the first instance to the Landlord under this Agreement or the Landlord's Agent, and any reasonable costs of the

Landlord considering such application will be paid by the Tenant whether the application is granted, refused or withdrawn.

- (c) The Tenant must inform the Landlord promptly of any damage destruction or need for repair to the Property so that any damage or disrepair will not deteriorate and so that the Landlord or the Landlord's Agent can inform the Superior Landlord or the Superior Landlord's agent as soon as possible

## **6. INDIVIDUALLY NEGOTIATED CLAUSES**

In addition to or instead of the standard clauses listed above, the following have been individually negotiated between the Landlord and the Tenant as part of this Tenancy Agreement.

Where one of the standard clauses listed above is to be replaced by an individually negotiated clause, the standard clause should be struck through and initialled by the Landlord and the Tenant for the avoidance of doubt.

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## **7. FURTHER AGREED MATTERS**

- 7(a) The Landlord's Power to Terminate the Agreement

It is agreed by the Landlord and the Tenant that:

If the Tenant:

- (i) is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded by the Landlord, or
- (ii) has broken any of the terms of this Agreement; or
- (iii) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

then subject to any statutory provisions (for example, the Protection from Eviction Act 1977 and the Housing Act 1988 (as amended)), the Landlord may recover possession of the Property and the Tenancy will come to an end.

Any other rights or remedies the Landlord may have will remain in force.

**NOTE:**

- (1) IF UNSURE OF YOUR RIGHTS AND THE APPLICABLE STATUTORY PROVISIONS, YOU SHOULD SEEK ADVICE, FOR EXAMPLE FROM A SOLICITOR, A CITIZENS ADVICE BUREAU OR A LAW CENTRE.**
- (2) AS AT THE DATE OF THE AGREEMENT, IF ANYONE IS LIVING AT THE PROPERTY OR IF THE TENANCY IS AN ASSURED OR AN ASSURED SHORTHOLD TENANCY THEN THE LANDLORD MUST OBTAIN A COURT ORDER FOR POSSESSION BEFORE RE-ENTERING THE PROPERTY.**

7(b) Deductions from the Deposit

- (i) Bank Charges: Incurred by the Landlord or the Landlord's Agent if a cheque from the Tenant is dishonoured by the Tenant's bank or building society may be deducted from the Deposit if they have not previously been paid by the Tenant to the Landlord during the course of the Tenancy.
- (ii) Any proper Administration Costs not paid by the assignee but incurred by the Landlord's Agent following early ending of the Tenancy by the Tenant will be deducted from the Deposit.

7(c) Interest on Late Payments

If the Tenant makes late payment of Rent the Landlord or the Landlord's Agent may calculate and charge interest on that late payment at a rate equivalent to 3% over the bank base rate of NatWest Bank plc at the time from the Rent Due Date or the date on which any other sum payable under this Agreement is due until the date of payment.

7(d) Payment of Rent etc by Any Person Other than the Tenant

Any person other than the Tenant who pays the Rent (or any part of the Rent) shall be deemed to have made payment as agent for and on behalf of the Tenant and not on his own behalf. The Landlord will be entitled to assume that this is the case without further enquiry.

7(e) The Tenant and the Landlord may have need to serve notice on each other.

Any notice served by the Tenant shall be deemed served on the Landlord at the following address using normal hand delivery when the notice will if served before 5pm be deemed served on the next working day or by first class post when the notice will be deemed served two working days later. A working day does not include a Saturday, Sunday or Bank Holiday.

In accordance with section 48 of the Landlord and Tenant Act 1987 the Landlord's address for the serving of notices upon the Landlord in England and Wales is;

Premier Letting & Management 207 Cowley Road Oxford OX4 1XF 01865 792299
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Any notice served by the Landlord or the Agent on behalf of the Landlord shall be deemed served on the Tenant at the Property address or the last known address of the Tenant using normal hand delivery when the notice will if served before 5pm be deemed served on the next working day or by first class post when the notice will be deemed served two working days later. A working day does not include a Saturday, Sunday or Bank Holiday

## **8. THESE ARE THE LANDLORDS OBLIGATIONS**

### THE LANDLORD PROMISES THE TENANT:

- 8(a) That the Tenant may hold and enjoy the Property during the Tenancy and that any alleged breaches of the agreement will be resolved through the courts if necessary.
- 8(b) To return to the Tenant any rent payable and in fact paid in advance for any period while the Property is rendered uninhabitable or inaccessible by means of fire (unless that state of affairs is the result of the act or default of the Tenant or a member of the Tenant's family or a visitor to the Tenant or a member of the Tenant's family). In the event of a dispute in this matter, which cannot be resolved by negotiation, the Landlord or the Tenant may refer the matter to the courts.
- 8(c) If the Landlord holds the Property under a Superior Lease to pay rent, ground rent, and service charges demanded under the Superior Lease and to observe and perform the terms and conditions of the Superior Lease other than those passed on to the Tenant under this Agreement and as specified in *Schedule B* to this Agreement. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease and to pay all charges imposed by any Superior Landlord for granting this Tenancy.
- 8(d) To pay a portion of the cost for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 8(e) To insure the Property and the furniture, fixtures contents and effects listed in Schedule A to this Agreement against all normal risks with a reputable insurance company and to maintain the cover at all times during the Tenancy for fire and other risks and to provide details to the Tenant of any insurance policy which replaces that described in *Schedule C* to this Agreement.
- 8(f) To keep in repair and proper working order.
- (i) The structure and exterior of the Property.
  - (ii) All basins, sinks, baths and other sanitary installations in the Property.
  - (iii) All installations for heating water and space heating in the Property.
  - (iv) All installations for the supply of water, gas and electricity

And to carry out all repairs within a reasonable time of being notified by the Tenant.

**NOTE:** The Tenant may be held liable for the reasonable costs of any damage caused by the misuse of the Property by the Tenant, the Tenant's family or the Tenant's visitors and may be held liable to pay the reasonable costs incurred by the Landlord in putting matters right.

- 8(g) To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in the Tenancy Agreement.
- 8(h) 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.



**9. THE LANDLORD FURTHER STATES AS FOLLOWS.**

9(a) The Landlord listed on page 7 of this Agreement is the owner of the leasehold or freehold of the Property.

9(b) All consents necessary to let the Property to the Tenant have been obtained from any Superior Landlords, mortgagees, insurance companies and others.

9(c) The Landlord or the Landlord's Agent has prior to the date of this Agreement had qualified contractors to check the safety of any gas installation, wiring and plugs and electrical equipment in the Property.

9(d) All gas appliances comply with the Gas Safety (Installation and Use) Regulations and a copy of the safety record will be given to the Tenant annually thereafter.

9(e) All the furniture and equipment within the Premises complies with Regulations.

9(f) Any electrician carrying out electrical work at the Premises is a member of an approved scheme.

SPECIMEN

## **10. THE SCHEDULES**

### **10(a) Schedule A**

Inventory and Schedule of Condition

### **10(b) Schedule B**

Tenant's Obligations under a Superior Lease

### **10(c) Schedule C**

Details of insurance the Landlord has in place for the Property and the furniture, fittings, contents and effects listed in Schedule A to this Agreement and in or on the Property as at the date of this Agreement.

**11. THE SIGNING OF THE DOCUMENTS.**

It is usual to sign two separate copies of these Agreements. The Agreements are then dated and exchanged.

The copy known as the "original" is signed by the Landlord and handed to the Tenant.

The copy known as the "counterpart" is signed by the Tenant and handed to the Landlord.

All signatures are to be witnessed by an independent party.

By signing this document you are agreeing you have read and understood every page.

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**Landlord**

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**Tenant**

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**Witness Name**

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**Address**

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**Witness Name**

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**Address**

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