

## ASSURED SHORTHOLD TENANCY AGREEMENT

(This document should not be used to create a tenancy for an initial term of 3 years or more, you should consult a solicitor as such an agreement must be created by deed)

### IMPORTANT

This document contains the terms of the tenancy. It sets out the promises made by both the landlord and the tenant to each other. These promises become legally binding when the agreement has been signed and witnessed by both parties. Please read carefully to ensure there are no errors or any terms you are not prepared to agree to. Whilst we have tried to prepare the agreement in basic English and straightforward language it inevitably contains some legal terms and references.

If either party does not understand this agreement then we urge you to consult a solicitor, citizen's advice bureau or a housing advice centre prior to signing it.

The name and address of the letting agent who arranged this tenancy is:

Harrison Day Ltd, 2 The Parade, Lawson Avenue, Stanground, Peterborough, Cambridgeshire, PE2 8PW

For

Lodge House, Thorpe Hall, Longthorpe, Peterborough, PE3 6LW

### Definitions

The reason for providing you with this list is to clarify some terms or expressions that may be used. It is not meant to be exhaustive or complete. In the event of a dispute, only a court can decide on a definitive meaning.

<b>Landlord</b>	A person or persons who own or have a formal interest in the property that gives them the right to possession of the property.
<b>Tenant/ Occupant</b>	A person or persons that have the right to possession of the property under the terms of the agreement
<b>The Property</b>	The property includes all of the dwelling, house, gardens, paths, driveways, fences, boundaries or other outbuildings included in the let.
<b>Fixtures / Contents</b>	Reference to these includes any landlords furniture, furnishings, sanitary ware, decorative features, white goods or any other equipment, flooring, wall or ceiling coverings stated in the inventory.
<b>Agent</b>	Harrison Day Ltd who are acting on behalf of the landlord.
<b>Insured Risks</b>	The insured risks are the usual comprehensive insurance risks.
<b>Joint and several Liability</b>	This expression means that all joint tenants are individually responsible for making rent payments and abiding by the terms of the agreement. Up to four tenants can be joint tenants.
<b>Head or superior Lease</b>	Should the landlord be bound by a lease, the tenant will have to also abide by these obligation
<b>Superior Landlord</b>	People, or persons who own or have an interest in the leasehold of the property.
<b>The term of the Tenancy.</b>	Any reference to the term of the tenancy includes any extensions or continuation, or any statutory periodic tenancy which may arise following the end of the initial term.
<b>Deposit held as stakeholder</b>	A sum of money to be held to cover damages, dilapidations, agreement breaches or rent arrears held until the end of the tenancy. Any funds in dispute may not be released to either party without a mutual agreement, or until an appropriate 3 <sup>rd</sup> party makes a decision.
<b>Consent of the landlord or his Agent</b>	Where consent is required from the landlord to break any clause in the agreement it is recommended that the tenant gets the consent in writing in the event of any disagreements arising from their actions.
<b>Masculine &amp; Feminine</b>	Any reference to a gender automatically include the other.
<b>Water Charges</b>	This includes charges, rates or costs relating to water, sewerage or environmental charges.
<b>Utilities</b>	This includes charges, rates or costs relating to telephones, gas, electricity, oil and council tax.
<b>Month/Monthly</b>	Means a calendar month.
<b>Inventory</b>	This refers to any document provided by Harrison Day Ltd, or your landlord, which documents the condition of the property and lists and contents. This document will be used to assess for damages and cleanliness (over and above fair wear and tear) and justification for the landlords compensation claim from your deposit. You should check this document upon commencement of the tenancy and notify us of any errors in the first five days. To avoid disputes at the end of your tenancy please keep a copy of your inventory for your reference.

## 1. SUMMARY OF PRINCIPAL TERMS

**Date** 7<sup>th</sup> February 2020

**Landlord(s)** Sue Ryder Care

**Landlords Address** Kings House, King Street, Sudbury, Suffolk, CO10 2ED.

For the purposes of sections 47 & 48 of the landlord and tenant act 1987 a landlord is required by law to provide the tenant an address when making rent demands, and in order for the tenant to serve notice (including notices in proceedings) on the landlord. Note, this address must be in England or Wales.

**Landlord's alternative address  
If applicable** N/A

**Tenant(s)** Mr [REDACTED]

**Tenants address** [REDACTED]

**Address of Property** Lodge House, Thorpe Hall, Longthorpe, Peterborough, PE3 6LW.

**Occupants** Mr [REDACTED]

**Contents** The fixtures, fittings and furniture belonging to the landlord as specified in the inventory

**Term** twelve Calendar Months

**From and including the** 14<sup>th</sup> February 2020

**To and including the** 13<sup>th</sup> January 2021

**Rent** Nine Hundred Pounds per calendar month (£900)

**Payable** The rent is payable in advance to Harrison Day Ltd by standing order.

**Deposit** A security deposit of £1000 (One Thousand Pounds) will be held by the Deposit protection service until the end of the tenancy, with no interest payable.  
The deposit is held by the Deposit protection service who's address is: The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.

## 2. TENANTS OBLIGATIONS

This sets out your duties as a tenant. If you break or fail to comply with any of your obligations the landlord may be entitled to damages or compensation from you, or seek other legal remedies including eviction.

### The tenant agrees to the following:

As joint and several tenants,

- 1.1 To pay the rent, on time whether formally demanded or not.
- 1.2 To reimburse the landlord or his agent any sums of housing benefit that has to be repaid to the local authority, that have been paid directly to the landlord or agent that has been received in error, or as a result of fraud or ineligibility of the tenant
- 1.3 To pay the television licence for the property, and cable or satellite services used by the tenant at the property.
- 1.4 Not to offset the rent against the deposit.
- 2.5 On signing of this agreement the tenant agrees to pay, and transfer into their name the following.
  - a. Water rates, sewage disposal, gas, fuel, oil and electricity supplied to the property
  - b. Telephone lines and charges
  - c. The council tax
  - d. The reasonable costs for emptying or clearing the septic tank or cesspit if applicable.

Furthermore the tenant agrees that the agent or landlord can make these transfers on their behalf.

Should the rent include any of the above then this will be set out in the principal terms.

- 2.6 Not to change or transfer the existing telephone number without the landlords or agents consent. Such consent is unlikely to be withheld. If consent is granted, you will provide us with the new telephone number, and at the landlords request pay the costs involved for the landlord's previous telephone number to be restored at the end of the tenancy.
- 2.7 Where the tenant has a utility cut off due to non-payment or instruction, to pay the costs associated with the reconnection of that service
- 2.8 To notify the landlord or agent immediately of any damage or defect which might become a danger to life or limb, or to the fabric of the property itself. You must not carry out, or authorise repairs except to take reasonable precautions in an emergency.
- 2.9 To test regularly any battery operated smoke alarms, and to change the batteries when required.
- 2.10 To keep the property interior and fixtures, fittings and contents in the same condition and cleanliness as at the start of the tenancy, with the exception of fair wear and tear and insured risks. You must take care in your use of the property and not deliberately alter or damage the property, its décor, fixtures and fittings internally or externally. If any invited guests are responsible for any cracked or broken glass to windows or doors, you must promptly repair the glass to the required specification and be liable for the costs incurred.
- 2.11 To replace any bulbs of any type as and when necessary and ensure that all bulbs are working at the end of the tenancy.
- 2.12 Not to alter or tamper with any gas, electrical or water installations or meters at the property.



- 2.13 Should you wish to bring your own gas appliances to the property, you must ensure they are fitted by a gas safe registered engineer and provide the agent with the appropriate certifications, at your own expense. Any electrical appliances must also be tested. Any appliance that is unsafe or dangerous must be removed from the property immediately by a qualified electrician or gas safe engineer.
- 2.14 Not to remove any of the landlord's fixtures, fittings or contents without consent, including storing in the loft, garage, shed or any other outbuildings. If consent is granted you must ensure they will be stored safely without being damaged or deterioration and returned at the end of the tenancy. Should the contents be lost or damaged (except accidental fire damage) you will compensate the landlord by replacing the items if possible, or replacing with a similar item of equal value.
- 2.15 Not to alter the properties appearance, structure or décor without consent from the landlord or agent.
- 2.16 We encourage you to make the property your home, therefore posters, pictures, photographs and ornaments on the walls or ceilings are allowed at the discretion of the Lease Holder, so please seek permission first. If consent is granted please refrain from using nails, glue, sticky tape, blu-tac or similar adhesives. Only suitable picture hooks or fixtures specifically for that item may be used, please make good any holes at the end of the tenancy, or be liable for the fair costs of making good any damage caused by using unsuitable fixtures.
- 2.17 Not to damage any pipes or wires and to keep drains and gutters clear.
- 2.18 To unblock or clear stoppages in any sink, basin, toilet or waste pipe as a result of the tenant, or an invited guests waste or actions.
- 2.19 To adequately heat and ventilate the property to prevent condensation, should condensation occur to take preventative measures to stop damage from mould growth to the property or its fixtures and fittings.
- 2.20 To not put any damaging oils, grease or corrosive substances into the washing or sanitary appliances, drains or driveways.
- 2.21 To have swept once every nine months any working chimneys at the property used by the tenant, and to keep a record and receipt.
- 2.22 Subject to the landlords own obligations, to keep all gas and electrical appliances in working order, and to pay for replacement parts which have become defective as a result of negligence by the tenant.
- 2.23 To take reasonable steps between November – February to prevent the freezing of pipes leading to damage to the property and its fixtures or fittings.
- 2.24 To permit the landlord, agent or authorised contractors access with 24 hours' notice to enter the property during working hours to inspect the property or carry out maintenance work or safety certificates.
- 2.25 To follow the terms of the superior or head lease if appropriate.
- 2.26 To be held liable for any reasonable costs involved in repairs and maintenance as a result of negligence or misuse of the property, its fixtures or fittings. Where the tenant clearly breaks, or fails to comply with an obligation resulting in damage to the property, its fixtures or fittings, they will pay all reasonable costs for the corrective measures and have the work done within four weeks. Should the works not be carried out the landlord or agent will order the works and pass the costs on to the tenant.

- 2.27 To place all refuse in a proper receptacle and ensure that is collected regularly.
- 2.28 Not to dig up, cut down trees, shrubs or bushes or to alter the layout of the garden without consent of the agent or landlord.
- 2.29 To cut the grass (if any) with an appropriate mower as necessary. Keep the patio areas (if any) paths, lawns and flower beds weed free and in seasonal order as at the start of the tenancy.
- 2.30 The property is for a single private residence only, you must not carry out any formal or registered trade, business of profession there.
- 2.31 You may not keep any commercial vehicle, caravan or boat at the property without consent from the agent or landlord.
- 2.32 Not to repair any vehicles at the property or any communal areas apart from routine maintenance where the tenant is the registered keeper.
- 2.33 Not to use the property, or allow it to be used for illegal or immoral purposes.
- 2.34 Not to cause annoyance, nuisance or do anything that may be considered anti-social behaviour, including unreasonable noise causing inconvenience to the landlord or adjoining occupiers of neighbouring premises.
- 2.35 Not to sublet, or receive rent from any paying guests or lodgers without written consent from the landlord or agent.
- 2.36 You must not allow any part of the property not intended as living accommodation to be used as a bedroom, or contravene overcrowding regulations as stated in part x of the housing act 1985.
- 2.37 Not to fix any aerial, satellite dish or advertising board onto the property, or install cable television without the consent of the landlord or agent. You will pay all installation costs should consent be granted.
- 2.38 Not to bring onto the property, or keep any inflammable material (apart from property stored fuel in an appropriate container) which might be considered a fire hazard.
- 2.39 To comply with the party walls act 1996, to permit neighbours or their contractors access to the property to carry out works.
- 2.40 Not to keep, or allow to be kept any animals at the property without consent of the landlord or agent.
- 2.41 To take reasonable precautions to prevent infestations of insects, vermin, rodents or fleas. Should such infestation occur as a result of your actions you will be liable for the remedial action and costs incurred.
- 2.42 Should you be served any legal notices or possession proceedings at the property relating to the property and / or your landlord you will pass it on to the landlord or agent at your earliest opportunity.
- 2.43 Not to add or alter any locks (except in an emergency) without the consent of the landlord or agent. If consent is granted you will provide a spare key to the new lock to either the landlord or the agent.
- 2.44 If the let is furnished, not to bring any additional furniture into the property without the consent of the agent or landlord.

- 2.45 To pay all reasonable costs incurred by the agent or landlord to enforce or remedy a notable breach, or failure to comply with the obligations of this agreement.
- 2.46 Not to smoke, or allow anyone to smoke in the property.
- 2.47 To take reasonable and prudent steps to not allow anything that leads to devastation, harm or ruin to the property or its contents, and not to do anything that would invalidate or void an insurance policy.
- 2.48 To reimburse the landlord up to £100 of an insurance excess, for any claim the landlord has to make resulting from the actions of the tenant or their invited guests.
- 2.49 In the event of loss or damage by fire or theft, or attempted theft to inform the authorities as soon as possible. Please provide the landlord or agent a written statement of the incident so we can assess whether to make a claim.
- 2.50 To securely fasten all windows, doors and locks when the property is unattended. You must set the burglar alarm if you have one. Keys must be removed from locks and not left in full view during the night.
- 2.51 Not to change any burglar alarm codes without consent of the landlord or agent, should consent be granted we must be informed of the new code immediately.
- 2.52 If you leave the property unoccupied for a period of 14 days or longer you must notify the agent or landlord.
- 2.53 To adequately insure the possessions you introduce into the property, your policy must include accidental damage to the landlord's fixtures and fittings. You will have continuous insurance for the duration of your residency at the property.

## **2. END OF TENANCY**

- 2.1 In the last two months of the tenancy, to allow reasonable access for viewings in order to secure the next tenancy with the required minimum of 24 hours' notice. These viewings will be accompanied by the agent unless agreed otherwise.
- 3.2 To permit a 'to let' or 'for sale' board to be erected for the last two months of the tenancy if requested by the agent or landlord.
- 3.3 To return all keys, including any new or duplicates to the landlord or agent promptly on the last day of the tenancy.
- 3.4 If the property is gas and /or electric card or key then leave these in the property.
- 3.5 To clean, or pay to have the property cleaned to a good domestic standard. Including any carpets, curtains, mattresses or upholstery which have become stained or marked.
- 3.6 To remove all refuse and rubbish from the property, and gardens and store in a suitable receptacle ready for prompt removal.
- 3.7 Should you fail to attend or refuse to attend an arranged check out, the landlord, agent or inventory clerk will still conduct the inspection, any assessment of damages for fair and reasonable compensation will be final and binding.



- 3.8 To remove all of your belongings, personal items and foodstuffs prior to the last day of the tenancy.
- 3.9 Any belongings left at the property will be considered abandoned 14 days after the tenancy ends, at this point the landlord or agent will remove, store or dispose of them as seen fit.
- 3.10 To provide the landlord or agent a forwarding address at the end of the tenancy, this is vital for the return of the deposit, failure to provide an address will significantly delay the deposit return.
- 3.11 The tenant acknowledges that before entering into this agreement the tenant was not, or jointly with any other person a protected or statutory tenant of the property, the tenant or at least one if joint will occupy the property as their main or principal home and that the tenant truthfully filled out our application form. Failure to comply with any of the above could result in you being held in breach of this agreement.

### 3. LANDLORDS OBLIGATIONS

This sets out your obligations as the landlord. If the landlord fails to comply with these obligations, or any statutory obligations, the tenant may be entitled to claim damages or compensation, or seek other legal remedies against the landlord.

**The landlord agrees to the following:**

- 4.1 Not to interrupt or interfere with the tenants lawful, peaceful occupation and enjoyment of the property other than in an emergency, or in the normal lawful process of providing a minimum of 24 hours' notice.
- 4.2 To keep the property and your contents (if any) insured against fire and other risks covered by a comprehensive policy and any other risks the landlord considers necessary.
- 4.3 To maintain the property, and keep the property and contents in good order during the tenancy, except as a result of tenants negligence or misuse.
- 4.4 To comply with the requirements of section 11 of the landlord and tenant act 1985. To repair the structure and exterior (including drains, gutters and external pipes) of the property. To keep in working order the installations in the property for the water supply, gas, electricity and sanitation (including showers, baths, basins, taps, toilets, sinks and bidets) but not other fixings and appliances for making use of water, gas or electricity. The landlord must also keep in proper working order the installations in the property for heating and hot water.

In determining the standard of repair required, the age, character and locality of the property will be taken into account.

The landlords repairing obligation shall not include the landlord to carry out works where the tenant has failed to use the property in a tenant like manner, to rebuild or reinstate the property in the case of destruction by fire or flood or any other inevitable accident, to repair anything the tenant is allowed to remove from the property.





- 4.5 To pay to remedy any pest infestation that was in existence prior to tenancy commencement.
- 4.6 To take reasonable steps to ensure that the domestic gas and electrical appliances are safe to use at the start of, and during the tenancy, in order to comply with the statute obligations which are gas safety (installation and use) regulations 1998, the electrical (safety) regulations 1994 and the plugs and sockets etc., (safety) regulations 1994.
- 4.7 To act quickly in the deposit release process, or to swiftly propose compensation deductions in order to finalise deposit release as quickly as possible.
- 4.8 To pay all outgoings related to the property, except for charges owed by the tenant.
- 4.9 To pay for the preparation of the inventory, or provide your own
- 4.10 To pay for the final checkout inspection, or undertake your own
- 4.11 Where a burglar alarm is provided, to keep it in working order unless damaged by tenants misuse or negligence.
- 4.12 Where the landlord's normal place of residence is not in the United Kingdom, he agrees to nominate a representative to whom the rent can be paid. If the landlord fails to do so, the landlord agrees that the tenant will be entitled to deduct or withhold the basic rate tax from the rent in order to pay the Inland Revenue as required by the finance act 1995.
- 4.13 You confirm that you are the sole, or joint owner of the leasehold or freehold interest in the property and you have the relevant consents in order to enter into this agreement.
- 4.14 The landlord confirms that he is unaware of any proposed, or pending developments in the properties locality that will prevent the peaceful occupation of the property for the tenant.

## 5. THE DEPOSIT

### What it may be used for and how it will be dealt with.

- 5.1 By signing this agreement you have agreed to pay a security deposit as outlined in the principal terms.
- a) Any damage, or compensation for damage to the property, its fixtures and fittings or for missing items. Subject to fair wear and tear.
- b) The fair costs to compensate the landlord for any significant breach of the tenant's obligations, including cleaning.
- c) Any sum of housing benefit that becomes repayable by the landlord or agent that has been paid directly to the landlord or agent relating to a named tenant under this agreement.
- d) Any unpaid utility bills, environmental charges or council tax that the tenant was liable for.
- e) Any rent, or money lawfully due that is still outstanding at the end of the tenancy.
- 5.2 At the end of the tenancy, if no dispute the agent will either keep, keep part of, or repay the full deposit subject to the agreed deductions. If a payment is due to the tenant, this will be paid within 15 days of the landlord and tenant agreeing the allocation.

- 5.3 The appropriate figure will be returned by bank transfer. Where there are more than one tenant, the balance will be divided equally and paid individually, unless the agent has written instructions from all joint tenants, signed instructing the agent to do otherwise.
- 5.4 If monies lawfully due to the landlord are more than the deposit value, the tenant must pay the excess to the landlord or agent within 14 days of written demand.
- 5.5 The deposit will be protected by the Deposit Protection Service in accordance with their individual terms and the statutory requirements of the Housing Act 2004. These terms and their processes can be found at [www.depositprotection.com](http://www.depositprotection.com)

## **6. GENERAL CLAUSES**

- 6.1 Should the property be destroyed or damaged by any insured risk, making it unfit to live in, the rent will cease to be payable until it is rendered fit again for occupation. Providing the landlords insurance has not been invalidated by the tenant, or invited guests actions, then the tenant may give notice to the landlord or agent to terminate the tenancy immediately. If any rent has been overpaid then the landlord shall reimburse the tenant.
- 6.2 The contracts (Rights of Third Parties) Act 1999 does not apply to this agreement.
- 6.3 This agreement is subject to all statutes and laws relevant to Assured Shorthold Tenancies. In the event of a court deciding that a particular clause is invalid or un-enforceable the rest of the agreement remains valid and binding.
- 6.4 The cost of copies of this agreement, and extensions will be paid in equal shares by the landlord.
- 6.5 Any notice served on the tenant will be deemed served if it is sent by first class post, or left at the property addressed to the tenant, or by first class post to his last known address.
- 6.6 With regards to section 196 of the Law of Property Act 1925, as amended by the Recorder Delivery Service Act 1962, if the landlord or agent delivers a notice and keeps reasonable evidence of delivery the tenant will be treated as if it has been received.
- 6.7 The tenant may be allowed to surrender or give up the tenancy early with consent of the landlord or agent and under certain conditions that may include, paying the landlords re-letting expenses.
- 6.8 Should the tenant die or become physically or mentally incapacitated, with a result that the tenant can no longer reside in the property the tenant, or representative can end the tenancy by giving one month's notice in writing to the landlord or agent.
- 6.9 The cost of any stamp duty owed will be paid by the tenant.
- 6.10 The Agent will not pay any interest on the deposit to either landlord or tenant.

## **7. FORFEITURE – RIGHT OF RE-ENTRY**

The Protection from Eviction Act 1977 gives tenants protection against immediate termination of their rights to occupy the property. It also restricts a landlord's right, except in certain circumstances to evict a tenant with a tenancy agreement without obtaining a court order first.

For the landlord to commence legal proceedings for possession due to a breach of the agreement, the law requires a tenancy agreement to contain a forfeiture clause, clause 7.1 is this clause.



In order to exercise this right the landlord will need to obtain a court order.

**7.1** If at any time, the rent or any part of the rent, shall remain unpaid for 14 days after becoming due, whether demanded or not, or if any other major obligation or agreement of the tenants is breached, or if any of the circumstances listed below in the following grounds shall arise, then the landlord may re-enter the property and the tenancy shall be terminated. This action will not limit or restrict any other legal rights the landlord may have. These grounds are set out in Part II of schedule 2 to the Housing Act 1988 as amended by the Housing Act 1996.

**GROUND 8** That both at the time of 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 unpaid if 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, as set out in Part I of schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996, or,

**GROUND 10** That both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding.

**GROUND 11** That there is a history of the tenant being persistently behind with the rent.

**GROUND 12** That the tenant has broken one or more of his obligations under the tenancy agreement.

**GROUND 13** That the condition of the property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living there.

**GROUND 14** That 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 resident or guest at 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 on or in the locality of the property.

**GROUND 15** That the condition of the furniture has deteriorated because it has been ill-treated by the tenant or someone living at the property.

**GROUND 17** That the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either tenant or a person acting at the tenant's instigation.

## **8. DATA PROTECTION & CONFIDENTIALITY**

**8.1** As a letting agent we may be asked for information from various different sources relating to your performance in following the obligations as set out in this agreement. We may be approached by credit reference agencies, mortgage lenders, local authorities, utility and water companies and housing benefit departments in order to prevent dishonesty for administrative and accounting purposes, or for debt chasing and fraud prevention. You are entitled to see a copy of all information we hold about you on request, you also have the right to have this data amended if it is shown to be incorrect under the Data Protection Act 1998.

## **9. 1 SPECIAL TENANCY CONDITIONS**

None



As witness the hand of the said

Signed no later than the date first stated in clause 1.

[Redacted Signature]

Sue Ryder ~~Care~~

In the Presence of

Name

[Redacted Name]

Address

16105 HOUSE, KING STREET, SUDBURY, CO10 2BN

Occupation

Legal Advisor

As witness the hand of the said

Signed no later than the date first stated in clause 1.

[Redacted Signature]

Mr

[Redacted Name]

In the presence of

Name

[Redacted Name]

Address

[Redacted Address]

Occupation

Sales Manager

[Redacted Signature]