

TENANCY AGREEMENT

DATED

The Property

(Hereinafter called "the Property")

The Landlord

c/o 2nd Floor John Swift Building, 19 Mason Street, Manchester M4 5FT
(Hereinafter called "the Landlord")

The Tenant

(Hereinafter called "the Tenant")

The Agent

O'Connor Bowden Head Office: 1-2 Damaz Building, Sharp Street,
Manchester, M4 4BZ hereinafter called (O'Connor Bowden)

The Term **MONTHS** beginning on () October. If the Tenant does not leave at the end of the fixed term, the tenancy will then continue, still subject to the terms and conditions set out in this agreement, from month to month from the end of the fixed term until either the Tenant gives notice that he wishes to end the Agreement as set out in clauses 6 and 7 below, or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.

The Rent £per calendar month, the first payment to be made on the signing of this agreement, all subsequent payments to be made monthly thereafter in advance on the () day of the month, by way of standing order into O'Connor Bowden bank, details of which have been provided to the Tenant.

The Deposit £will be protected by The Deposit Protection Service (The DPS) in accordance with the terms and conditions of The DPS. The terms and conditions and ADR rules governing the protection of the deposit including the repayment process which can be found at **www.depositprotection.com**. The DPS hold the deposit in respect of any unpaid rent, damage to the property, any unpaid gas, electricity, water or telephone charges, or any sum repayable by the landlord to the Local Authority in respect of any payment due from the Tenant and/or due in respect of any breach of the tenant of the obligations under this agreement See also clause 4

The Inventory The list of the Landlord's possessions at+ the Property which has been signed on behalf of the Landlord and the Tenant, a copy of which is annexed to this agreement

Note - The Tenant, are referred to as "he" or "his" as appropriate in this agreement, even if the they are female or consist of more than one person. Where the Tenant consist of more than one person, they will all have joint and several liability under this agreement (this means that they will each be liable for **all** sums due under this agreement, not just liable for a proportionate part).

THIS ASSURED SHORTHOLD TENANCY AGREEMENT comprises the terms and particulars detailed above and the terms and conditions set out below.

TERMS AND CONDITIONS

- 1 This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in that Act shall apply.
- 2 **The Tenant will:**
 - 2.1 Pay the rent at the times and in the manner set out above
 - 2.2 Pay interest at the rate of 3% per annum above The Bank of Scotland's base rate on any rent or other money due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment
 - 2.3 Pay promptly to the authorities to whom they are due all council tax, and all outgoings (including water charges, gas, electricity, telephone and other similar charges) including any similar outgoings or charges imposed after the date of this Agreement which relate to the Tenant's use and occupation of the Property, and pay the costs of any re-connection fee for services if they are disconnected due to the Tenant's failure to comply with this clause. Where necessary the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.
 - 2.4 Not change the supplier provider of any of the services to the property without the written consent of O'Connor Bowden (which will not be withheld unreasonably)
 - 2.5 Not make any alteration or addition to or do any redecoration or painting of the Property without O'Connor Bowden's prior written consent (consent not to be withheld unreasonably)
 - 2.6 Keep the contents of the Property (whether itemised on the inventory or not) and the interior of the Property in a good and clean state and condition and not damage or injure the Property or its contents (fair wear and tear excepted). For the avoidance of doubt it is specifically agreed that the Tenant will be responsible for all and any damage (excluding fair wear and tear) caused by any persons residing in or visiting the property
 - 2.7 Advise O'Connor Bowden promptly of any damage to the contents or replace them with items of similar value and appearance and advise the Landlord as soon as possible of any repairs for which he is responsible or of any notice or order made affecting the Property
 - 2.8 Keep the drains, pipes and gutters clear, and take all reasonable steps to prevent any part of the water draining and heating systems becoming frozen during the winter months. The Tenant to pay (so far as is reasonable) for all losses suffered by the Landlord and any neighbours as a result of the Tenants' failure to comply with this covenant
 - 2.9 Keep the chimney swept (if appropriate), not use any form of heating other than the heating system provided without the Landlord's prior written consent (not to be unreasonably withheld), and in particular not use any oil or gas fires.
 - 2.10 Keep the garden (if any) weeded and tidy and the grass cut
 - 2.11 Not leave the Property vacant for more than 30 consecutive days without notifying the Landlord, either in advance or, in the case of emergency, as soon as possible, and secure the Property properly when leaving it unattended

- 2.12** Not do anything on or at the Property which (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises and/or (b) is illegal or immoral and/or (c) may in any way affect the validity of the insurance of the Property and its contents or cause an increase in the premium payable by the Landlord. The Tenant to pay (so far as is reasonable) for all losses suffered by the Landlord as a result of the Tenants' failure to comply with this covenant.
- 2.13** Not allow or keep any pet or any kind of animal at the Property.
- 2.14** Not smoke inside the Property or permit others to smoke.
- 2.15** Use the Property as a private residence only. This means the Tenant must not carry out any profession, trade or business at the Property and must not allow anyone else to do so.
- 2.16** Not assign, sublet, charge or part with or share possession or occupation of the Property (but see clauses 6 and 7).
- 2.17** Pay the Landlord's and O'Connor Bowden's reasonable costs and expenses reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement.
- 2.18** Allow the Landlord or O'Connor Bowden or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the term, show the Property to prospective new tenants, provided the Landlord and/or O'Connor Bowden has given 48 hours verbal or written notice beforehand (except in emergency).
- 2.19** During the last month of the fixed term (and not later than 28 days before the end of the fixed term), provide written notice to O'Connor Bowden whether he intends to stay in the Property or whether he intends to leave at the end of the fixed term.
- 2.20** Yield up the Property and its contents at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term, with the landlords furniture and effects and all items on the inventory (if any) in the same rooms that they were at the start of tenancy. However the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and its contents or for any damage covered by and recoverable under the insurance policy effected by the Landlord.
- 2.21** Provide O'Connor Bowden with a forwarding address when the tenancy comes to an end and remove all rubbish and all personal items (including the Tenants own furniture and equipment) from the Property before leaving.

3. The Landlord will:

- 3.1** Allow the Tenant peaceably to hold and enjoy the Property during the term without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord, subject to the Landlord's right to take any lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
- 3.2** Insure the Property and the items listed on the Inventory (if any) and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Landlord will provide a copy of the insurance policy to the Tenant.

- 3.3** Keep in repair the structure and exterior of the Property (including drains gutters and external pipes) and keep in repair and proper working order the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water, save that the Landlord will not be required to carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner or reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do or to rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

4. The Deposit

- 4.1.** Will be held by DPS and will be refunded to the Tenant at the end of the Term (however it ends) but less any reasonable deductions properly made by the Landlord to cover any reasonable costs reasonably incurred by or losses caused to him by any breaches of the Tenants obligations under the Agreement. No interest will be payable by the Landlord to the Tenant in respect of the deposit money.
- 4.2.** Shall be repaid to the Tenant, at the forwarding address provided to O'Connor Bowden as soon as reasonably practicable after the tenant has vacated the property. However O'Connor Bowden shall not be bound to return the deposit until he is satisfied that no money is repayable to the any utility companies and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 4.1 above, save that except in exceptional circumstances O'Connor Bowden shall not retain the deposit for more than one month.
- 4.3.** if at any time during the Term the Landlord or O'Connor Bowden needs to use any part of the deposit to cover any reasonable costs reasonably incurred as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord, the Tenant shall upon demand pay by way of additional rent to O'Connor Bowden any additional payments needed to restore the full amount of the deposit

Ending this Agreement

5. The Tenant cannot normally end this agreement before the end of the fixed term. However after the first three months of the fixed term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses of £295 + VAT incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.
6. If the Tenant wishes to end the tenancy at the end of the fixed term, he will have to provide one month's written notice before the end of the fixed term, the notice to expire at the end of a rental period.
7. If the Tenant does not pay the rent (or any part) within fourteen days of the due date (whether it has been formally demanded or not) or if the Tenant fails to comply with the Tenant's obligations under this Agreement, or if any of the circumstances mentioned in Grounds 2, 8 or 10 to 15 or 17 of Part II of Schedule 2, and in Schedule 2A, to the Housing Act 1988 arise then the Landlord may, subject to any statutory provisions, recover possession of the Property and the tenancy will come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement.

Note - If anyone lives at the Property or if the tenancy is an assured tenancy under the Housing Act 1988 the Landlord cannot recover possession of the Property without a court order. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

Other terms

8. For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.
9. The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf
10. The condition of the Property and its contents, whether scheduled or not on the inventory, shall be deemed to be correct and in good serviceable order unless the Landlord is notified to the contrary within three days of occupation or as soon as practicable. Oral notification must be confirmed in writing by the Tenant within seven days.
11. The Tenant shall not be entitled to withhold payment of any rent or any other money due to the Landlord on the ground that O'Connor Bowden has the deposit in his possession.
12. Any notices or other documents shall be deemed properly served on the Tenant during the tenancy by either being left at the Premises or by being sent to the Tenant at the Property by first class post.
13. Any person other than the Tenant who pays all or part of the rent to O'Connor Bowden shall be deemed to have paid this as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

14. Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.20 of this Agreement) shall be considered abandoned if they have not been removed within fourteen days of written notice to the Tenant from O'Connor Bowden (the notice to be sent by recorded delivery). After this period O'Connor Bowden may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of sale will be dealt with in the same way as the Deposit as set out in clause 4.2 above.

At the end of the Tenancy a checkout appointment will be made for the Landlord or agent, to visit the property to inspect its state and condition in accordance with the property tenancy inventory. The Tenant will be charged a fee of £35.00 plus VAT for this checkout appointment, payable on vacation. The Tenant will be invited to attend the checkout appointment.

15. The Landlord and O'Connor Bowden shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency). If the Tenant fails to return the keys at the end of the tenancy, he will be responsible for the cost of having new locks fitted and keys cut.
16. If the Property is damaged or destroyed by any of under risks insured against by the Landlord, the Tenant shall only be liable for a proportionate part of the rent, to be calculated on the basis of the Tenant's use and enjoyment of the Property for the period stated in the particulars overleaf or any period of time involved, unless the insurance was prejudiced by some act or omission of the Tenant.
17. the 'Landlord' means the person from time to time entitled to receive the rent, the 'Tenant' includes any person deriving title under the tenant, the 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property, the 'Term' means the period stated in the particulars overleaf or any shorter or longer period as appropriate, and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
18. With reference to Ground 17 of the 1996 Housing Act, in the event that tenants specified on this tenancy agreement have produced fraudulent information on their reference application form, the Landlord or we the Agent will seek possession of the property.



Signed as a deed

(On behalf of The Landlord)

In the presence of
(Name and address of witness)

.....
.....
.....

Signed as a deed

(The Tenant)

In the presence of
(Name and address of witness)

.....
.....