

## **Important Notes for Tenants**

**This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless written permission is obtained from the Landlord.**

**Where there is more than one tenant, all obligations, including those for rent and repairs, can be enforced against all of the tenants jointly and against each individually.**

**If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

### Definitions:

'Landlord'	A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.
'Member'	A person who is a member of the Tenancy Deposit Scheme.
'Tenant'	A person or persons who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.
'Deposit'	The sum payable by the Tenant for performance of the Tenant's obligations as set out in the tenancy agreement.
'ICE'	Independent Case Examiner of the Dispute Service Limited.
'Premises'	References to the Premises include references to any part or parts of the Premises and to the fixtures [furniture, furnishings] and contents as set out in the Inventory, excluding the garage.

1. The LANDLORD shall let and the TENANT shall take the Property for the Term at the Rent payable as above.
2. The TENANT hereby agrees with the LANDLORD as follows:-
  - 2.1 To return the Deed of Guarantee and Indemnity, duly signed within 10 working days of the date of issue, as a condition of the Landlord allowing the Tenant to enter into possession of the Property. A charge of £10 will be made for each letter, email or telephone call which has to be made to follow up non-return of these items within the above specified timescale.
  - 2.2 To return either post dated cheques or a completed standing order form for the rental payments as shown in this agreement within 10 working days of signing the agreement. A charge of £10 will be made for each letter, email or telephone call which has to be made to follow up non-return of these items within the above specified timescale.
  - 2.3 The Landlord reserves the right to terminate the tenancy agreement if all Deed of Guarantee and Indemnity forms are not received within the specified period as per clause 2.1.
  - 2.4 To pay the said Rent clear of all deductions at the times and in the manner specified whether formally demanded or not.
  - 2.5 That the Property shall be occupied only by those named in this Agreement.

- 2.6 Should the Tenant leave early due to unforeseen circumstances the Rents are still payable until expiry of the tenancy.
- 2.7 That the Deposit of £325 is paid by the Tenant to the Landlord.
- 2.8 The Deposit should be paid at the time of signing the contract. If it is not paid at this time then it must be paid to the landlord within 10 working days as a condition of the Tenants being allowed to enter into possession of the Property. A charge of £10 will be made for each letter, email or telephone call which has to be made to follow up non-payment of the Deposit within the specified timescale.
- 2.9 The Deposit is held by the Landlord. The Landlord is a member of the Tenancy Deposit Scheme.
- 2.10 Any interest earned will belong to the Landlord.
- 2.11 The Deposit has been taken for the following purposes:
- Any damage, or compensation for damage, to the premises, its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for 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.
  - 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 premises, its fixtures and fittings.
  - 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.
  - 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.
  - In compensation for the Tenant's use and occupation of the Property if the Tenant fails to vacate on the due date.
- 2.12 The Member must tell the Tenant within 20 working days starting from the end of the tenancy if they propose to make any deductions from the Deposit.
- 2.13 If there is no dispute the Member will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and Tenant agreeing the allocation of the Deposit.
- 2.14 The Tenant should try to inform the Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord as due from the deposit within 30 working days after the termination or earlier ending of the tenancy and the tenant vacating the property. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 2.15 If, after 10 working days following notification of a dispute to the Landlord and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the

dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

- 2.16 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2.12, 2.13, 2.14 and 2.15.
- 2.17 All deductions from the Deposit will be shared equally between the tenants unless confirmed otherwise in writing by the responsible tenant.
- 2.18 Not to set off against the Rent, the Deposit referred to herein.
- 2.19 To return the keys (house keys, gate keys and meter keys) to the Landlord's home address by hand or by post ensuring the keys are received or in the post on or before the last day of the tenancy. Any house keys held after the last day of the tenancy may result in a lock change which will be charged to the Tenant. The tenant will incur a charge of £20 per key for any house key or gate key not returned and £5 for any meter key not returned.
- 2.20 To give the Landlord or his Agents advice of any damage, destruction, loss or happening to the Property or the Contents therein, in particular any defects to the electrical equipment or gas appliances howsoever caused immediately it comes to the attention of the Tenant.
- 2.21 To pay directly to the supplier all charges for water rates, sewage disposal, gas, fuel, oil and electricity supplied to the Property. In addition to pay directly to the supplier for all cable and satellite television and internet services during the tenancy and all telephone charges and all rent in respect of the telephone during the tenancy. Also to make direct payment for the Council Tax which is the responsibility of the occupant or any other charge levied on the property replacing the Council Tax and to indemnify the Landlord from and against all liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the property as his sole or main residence.
- 2.22 FURTHERMORE the Tenant consents to the Landlord or his Agents advising the Council and service suppliers of the Tenants' names, contact details, forwarding addresses and responsibilities. And for the Council and service suppliers to advise the Landlord or his Agents of any details pertaining to the accounts at the termination or sooner determination of the tenancy.
- 2.23 The Tenant consents to the Landlord or his Agents advising other Landlords, Agents or referencing agents undertaking tenant referencing of the details of the tenancy including any late or unpaid rental amounts. These details, as well as Tenant contact details and forwarding addresses may also be passed to Tracing Agents or Debt Recovery Agents or similar in connection with the recovery of rent arrears.
- 2.24 To pay The Park Estate Rates only where the Property address is in 'The Park Estate'.
- 2.25 To pay any Council Tax liability that the premises may incur due to any member of the household ceasing to be a student to take up employment or claim housing benefit.
- 2.26 Not to change or permit to be changed, the gas, electricity or water supplier or burglar alarm code or telephone number of the Property without the prior written permission of the Landlord or his Agents, consent not to be unreasonably withheld. FURTHER, not to install or permit to be installed, any additional or alternative telephone or television equipment or satellite dish or install a water meter without the prior written consent of the Landlord or his Agents, consent not to be unreasonably withheld.

- 2.27 Should consent be sought and granted for a utility supplier to be changed then the Tenants will be required to restore the supply back to the original supplier, this must be completed by the last day of the tenancy. If the supply is not returned to the original supplier by the last day of the tenancy a charge of £75 will be made to make or complete the change of supply back to the original utility supplier.
- 2.28 Not to tamper at any time with any IT networking equipment that is the property of the Landlord.
- 2.29 Not to take down any curtains or blinds without the permission of the landlord or their Agent, such permission not to be unreasonably withheld, or put any furniture in the cellar or outside.
- 2.30 Not to tamper with the smoke detectors, fire blankets or fire extinguishers.
- 2.31 Not to tamper with the fire doors or remove or disconnect self closing devices.
- 2.32 Not to tamper with the burglar alarm.
- 2.33 Not to obstruct the fire exit routes i.e. hallways and landings.
- 2.34 Not to store bicycles within the Property.
- 2.35 Not to allow any pets onto the Property without the written permission of the Landlord or their Agent, such permission not to be unreasonably withheld. The Landlord reserves the right to withdraw the permission at any time for good reason.
- 2.36 Not to smoke or any invitee of the Tenant to smoke any tobacco or other substance at the Property.
- 2.37 Not to use candles, oil burners or other similar products within the Property.
- 2.38 Not to remove from the property any of the Landlord's Contents therein and so far as possible forthwith to compensate the Landlord in damages any part of the contents which may be lost, destroyed or so damaged as to be incapable of being restored to its former condition (except such items as may be destroyed or damaged by accidental fire save where the insurance maintained by the Landlord has been wholly or partly invalidated by any act or default by the Tenant).
- 2.39 Not to pull down, alter, add to or in any way interfere with the construction, decoration or layout of the Property or the fixtures or fittings of the Property or the Contents therein belonging to the Landlord for which the Landlord is responsible or to deface the Property or to permit or suffer it to be defaced internally or externally or to change the decoration of the interior of the Property or alter, injure or affix anything to the walls or windows, or damage the floors, ceilings, wiring, pipes or drains of the Property.
- 2.40 Not to employ any workmen to carry out any repair work or alterations to the Property whether the responsibility of the Landlord or the Tenant without prior approval of the Landlord or his Agents. The Landlord must be notified of any repairs required including emergency repairs using the phone number provided.
- 2.41 Not to use 'Blutac' or any form of adhesive substance or any nails, screws or tacks on the walls, floors, doors and ceilings of the Property. The use of Whitetac is acceptable in moderation. On request the landlord will supply and fit a small number of picture hooks at no cost to the tenant.
- 2.42 To keep the Property secure at all times whether occupied or not including securing all external doors and windows other than those in occupied rooms. When the Property is unattended to

fasten securely all locks fitted to doors and windows of the Property and to set the burglar alarm. Not to leave keys in locks or in view when the Property is unattended or when the household has retired for the night.

- 2.43 Not to carry out or permit to be carried out upon the Property or any part thereof, any profession, trade or business whatsoever and not to use the same or any part thereof or permit the same or any part thereof to be used otherwise than for the purpose of a private residence by the Tenant.
- 2.44 Not to use or permit or suffer the Property or any part thereof to be used for any illegal or immoral purpose and not to hold any sale or auction thereon or to do, permit or suffer to be done in or upon the Property or the Building anything which may become a nuisance or annoyance, including making unreasonable noise by way of stereo, hi-fi, radio or television or musical instrument or cause damage or inconvenience to the Landlord or the occupier of any other parts of the Building or neighbouring owners and occupiers.
- 2.45 Not to place or allow to be placed any placard or advertisement or notice of any description upon any part of the Property or in any windows thereof.
- 2.46 Not to cause or permit any offensive or inflammable materials to collect in the Property and not to bring into the property or use or permit to be used in the Property any heater the fuel of which is of a dangerous nature.
- 2.47 Not to assign, underlet, charge or part with the possession of the Property or any part thereof and not to sell or offer for sale, assign, underlet or create or allow to be created any lien upon the contents therein or any part thereof and not to take in any lodger or paying guest.
- 2.48 Not to make or have made any duplicate keys to the Property or to add new locks to the Property.
- 2.49 Not to turn off the electricity, gas or water mains supply from within the Property (except in an emergency) unless expressly requested by the landlord.
- 2.50 PLEASE NOTE: Access and use of the garage does NOT form part of the tenancy agreement (only applicable to properties with garages).
- 2.51 Subject to the Landlord's obligations in Clause 3 hereof, to keep the interior of the Property and the doors, windows and skylights (including the glass in the doors, windows and skylights) in the same state of repair, order, preservation, condition and cleanliness as at the commencement of the tenancy (fair wear and tear and damage by accidental fire and The Insured Risks excepted).
- 2.52 Subject to the Landlord's obligations in Clause 3 hereof to keep the Landlord's Contents therein as specified in the inventory in the same state of repair, order preservation and condition as at the commencement of the tenancy together with all light bulbs, electrical fuses and fixtures and fittings of the Property (fair wear and tear and damage by accidental fire and The Insured Risks excepted).
- 2.53 Subject to the Landlord's obligations in Clause 3 hereof to ensure all taps, showers, wash basins, water closets, cisterns, domestic water heaters and waste and other internal pipes in or connected with the Property are kept clean and open and not to damage the pipes, wire conduit fittings and apparatus within or exclusively serving the Property and to keep drains free from obstruction.

- 2.54 Subject to the Landlord's obligations in clause 3.2 to check and ensure all electrical, gas and other appliances are kept in good working order and to pay for the immediate replacement of any parts which have become defective through negligence or ill-treatment by the Tenant or any invitee of the Tenant.
- 2.55 To notify the Landlord or his Agents of any damage occasioned to the Property or to any other part of the building through any breach of the obligations set out in clause 2 hereof or through improper use by or the negligence of the Tenant or the servants or agents of the Tenant or any person for the time being in or using the Property or through the stopping or bursting, overflowing or leakage of any of the said taps, showers, wash basins, water closets, sinks, cisterns, heaters, pipe fittings or apparatus due to the negligence of the Tenant or any such persons aforesaid PROVIDED THAT this sub-clause shall not impose any liability upon the Tenant which is cast upon the Landlord by Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988.
- 2.56 During the winter months to take adequate precautions to avoid damage from the freezing and bursting of pipes PROVIDED that this shall not oblige the Tenant to lag or otherwise protect pipes that are not already lagged or protected. Setting the central heating system to come on for one hour, twice a day, is deemed adequate protection.
- 2.57 To permit the Landlord or his Agents with or without workmen, upon a minimum of 24 hours notice (except in an emergency) to enter the property for the purposes of inspecting the Property and the Contents therein and for the purpose of carrying out any repairs or alterations that may be necessary during the tenancy, pursuant to the landlord's repairing obligations.
- 2.58 To permit the Landlord or his Agents with or without workmen, upon a minimum 24 hours notice (except in an emergency) to enter the Property for the purposes of inspecting the Property and the Contents therein and for the purpose of carrying out any repairs or alterations that may be necessary during the tenancy for which the Tenant is responsible as set out in Clause 2 hereof the cost of such repairs shall be a debt due from the Tenant to the Landlord and be immediately recoverable by action.
- 2.59 To permit the Landlord and/or contractors access to the garage without prior notice (only applicable to properties with garages).
- 2.60 To place all refuse in a proper receptacle (e.g. wheelie bin) and to ensure that it is regularly collected by the local authority, such receptacle to be kept only in a place on the Property approved by the Landlord. Wheelie bins left out for collection must be returned to within the boundary of the property within 8 hours of them being emptied.
- 2.61 To pay the Landlord's reasonable administration charges and all reasonable legal costs, debt collectors charges or other costs and expenses incurred by the Landlord in connection with the recovery of arrears of Rent or other monies payable under the Agreement or other breaches of the Agreement. Unless a charge is specified the Landlord's administration charges will be assessed according to time reasonably spent. This will include a reasonable charge to the Tenant if the Landlord has to arrange for someone to call at the Property because the Tenant has lost any keys or is otherwise locked out (unless this is due to the fault of the Landlord). The Landlord may also make a charge if any cheque for rent is not cleared when presented for any reason or if the Landlord has to write to the Tenant about arrears or other breach of the Agreement. The charges are as follows:-

Initial telephone call, email or letter regarding unpaid standing order	£10.00
Initial telephone call, email or letter regarding unpaid bank transfer	£10.00
Cheque returned Refer to Drawer (where bank re-present cheque)	£7.00

Unpaid Cheque	£20.00
Subsequent telephone call, email or letter regarding rent arrears	£10.00
Visit regarding rent arrears or other breach of tenancy terms	£30.00
Other telephone call, email or letter required due to breach of tenancy terms	£10.00

- 2.62 To forward forthwith to the Landlord any correspondence addressed to the Landlord which is delivered or left at the Property or has otherwise come to the attention of the Tenant.
- 2.63 To pay a fee of £10 for additional copies of this Tenancy Agreement (including electronic copies).
- 2.64 To leave the Property and garden in the same condition as at the commencement of the tenancy, fair wear and tear excepted.
- 2.65 During the Term if the Landlord wishes to let or sell the Property to permit a notice to be affixed to the front of the Property intimating that the same is to be let or sold and to permit persons from the Landlord or his Agents to view the same during reasonable hours with appropriate written notice.
- 2.66 If after a routine inspection of the Property during the tenancy it is found unclean and in an unsatisfactory condition, the Landlord reserves the right to have the Property cleaned at fair market rates which will be charged to the Tenants accordingly.
- 2.67 At the end of the tenancy if the property is not found to be in the same state of cleanliness as at the commencement of the tenancy and indicated on the inventory of the property, fair wear and tear excepted, then cleaning will be charged to the tenants at fair market rates. There will be additional charges for replacing light bulbs, clearing the cellar and garden and removing any items of rubbish left at the end of the tenancy.
- 2.68 The Landlord reserves the right to have the oven cleaned professionally at the end of the tenancy at fair market rates and the tenants charged accordingly if this is necessary to return the oven to the same condition as at the start of the tenancy, fair wear and tear excepted. This also applies at the end of the current tenancy if the tenants should sign a new tenancy agreement for a further term to remain at the property.
- 2.69 In the event of lost keys a replacement must be requested from the Landlord only and not from any other source. The cost of a replacement key is £20 when sent by first class post to the tenant the next working day. Other options that may be available for obtaining a replacement key are as follows but not guaranteed to be available at all times: when collected from our office at Upper Broughton, Melton Mowbray, £15; when delivered to you at your property or other mutually agreed place during normal working hours (10am-6pm, Monday to Friday), £35; when delivered to you at your property or other mutually agreed place outside of normal working hours, £60.
- 2.70 Should a Tenant lose their key to the property in circumstances which the landlord determines (at his sole discretion) requires the locks to be changed, for example but not limited to, a key being lost with the property address attached, then the household will be charged for a change of locks. The charge for this is as follows: first two barrels £180, any additional barrels changed at the same time as the first two £45 each, any gate barrels changed at the same time as the first two house barrels £60 each.
- 2.71 If any of the Tenants' furniture or belongings remain at the Property once the Tenancy has ended and the Tenant has vacated the Property the Landlord may treat these as abandoned. The Landlord shall be entitled to be paid all reasonable costs incurred in connection with the storage, removal and/or disposal of any such furniture or belongings.

- 2.72 The household to pay an administration fee of no less than £125 and no more than £250 (plus any associated agency fees and advertising costs) per Tenant being replaced prior to or during the tenancy. The fee shall be determined at the Landlord's sole discretion based on the amount of work involved. This fee shall be deducted from the deposit referred to in Clause 2.7 above, first against the departing Tenant's share of the deposit.
- 2.73 The Landlord reserves the right to have smoke affected areas re-decorated at the rate of £14 per hour plus materials and the Tenants charged accordingly.
- 2.74 The Landlord reserves the right to have any soft furnishings, fabrics and carpets affected by smoke and/or liquids or other stains or soiling professionally cleaned at current rates and the Tenants charged accordingly.
- 2.75 To indemnify and hold harmless the Landlord and his Agents against all costs and expenses howsoever arising from any breach on the part of the Tenant (including that for the payment of Rent) contained in this Agreement.
- 2.76 If this Agreement requires registration under the Tenancy Deposit Scheme then the sum of £25 for each necessary registration will be deducted from the total deposits to cover the cost of the registration.
- 2.77 That the Landlord will provide the Tenants with an inventory for the property. The Tenants must return this to the Landlord within 7 days with any amendments clearly noted otherwise the Tenants are deemed to accept this as an accurate representation of the condition of the property at the commencement of the tenancy.
- 2.78 To keep the property adequately ventilated and heated and make good use of extractor fans where provided so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the property, its fixtures, fittings and contents.
- 3.0 The LANDLORD hereby agrees with the TENANT:-
- 3.1 That the Tenant paying the said Rent and observing and performing all obligations under this Agreement may quietly enjoy the Property without any interruption by the Landlord or any person claiming under or in trust for him.
- 3.2 To maintain all gas, plumbing, heating and electrical apparatus and appliances and make good or replace any defective parts due to fair wear and tear and not caused by negligence on the part of the Tenant or his invitee.
- 3.3 To keep the Property and the Landlord's Contents therein insured against fire and the usual comprehensive risks (The Insured Risks).
- 3.4 To maintain the Property and Contents therein in good repair during the tenancy except in respect of damage through negligence or misuse by the Tenant or any invitee insofar as the Tenant is liable to keep the Property in repair under Clause 2 hereof.
- 3.5 To finalise as soon as reasonably possible at the determination of the tenancy matters relating to the Deposit referred to in Clause 2 hereof and damaged or missing items.
- 3.6 To pay all taxes, assessments, service charges, impositions and other outgoings payable in respect of the Property during the tenancy except for charges herein before agreed to be paid by the Tenant.
- 4 PROVIDED ALWAYS and it is hereby agreed that if at any time:-



- 4.1 Any part of the Rent shall be in arrear for fifteen days (whether formally demanded or not) and/or
- 4.2 There shall be any breach, non performance, non observance of the Tenants agreements and/or
- 4.3 The Tenant shall become bankrupt or make any arrangements with his creditors or suffer any distress or execution to be levied on his goods and/or
- 4.4 The Property shall be abandoned then the Landlord or his Agents on behalf may at any time thereafter re-enter the Property or any part of it and resume possession of the Landlord's Property and Contents therein and upon such re-entry the tenancy shall absolutely determine but without prejudice to any right of action or remedy which the Landlord may have against the Tenant in respect of any antecedent breach of the Tenant's agreements.
- 5.0 IT IS ACKNOWLEDGED by the parties that:-
- 5.1 The Tenant shall not be entitled to take possession of the Property or to any keys to the Property unless and until:-
- a) The full amount of Deposit has been paid to the Landlord.
  - b) A guarantee in a form reasonably satisfactory to the Landlord has been provided and proved in respect of each Tenant.
  - c) The first instalment of rent for the Property has been paid. In the event of that the Tenant has failed to comply fully with this obligation within one month of the beginning of the tenancy the Landlord may by notice in writing terminate the tenancy with immediate effect.
- 5.2 Any Notice requiring to be served hereunder on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the registered address or left addressed to the Tenant at the registered address or forwarded to the Tenant by first class post at the last known address in Great Britain of the Tenant. Notices may also be considered sufficiently served if sent by email where tenants have separately given consent for this and provided a suitable email address.
- 5.3 The rules as to the service of notices in Section 196 (4) of the Law of Property Act 1925 apply to any notice given under this Agreement and in addition any notice is deemed properly served by or on the Landlord if served by or on his Agents.
- 5.4 This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 (or any statutory extensions to or modifications thereof) if applicable to the tenancy.
- 5.5 This Agreement shall be construed on the basis that where there is more than one person for the time being included in the expression 'the Landlord' and 'the Tenant' covenants, obligations and agreements at any time expressed to be made or assumed by the party in question are made and are to be construed as made by all such persons jointly and each of them severally.
- 5.6 In this Agreement reference to the masculine gender shall include reference to the feminine gender and reference to the singular shall include the plural.
- 5.7 Acceptance of cheques or other payments in settlement of Rent drawn on accounts other than those of the Tenant named herein shall be on the basis that any such payment is made by an Agent on behalf of the Tenant named herein and is not acceptance of such party as being the Tenant nor can it be taken to imply that the drawer of the cheque or other payment is recognised as the Tenant.

- 5.8 The Landlord hereby gives notice to the Tenant pursuant to Section 48 (1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord stated in the Agreement.
- 5.9 If the Property shall be destroyed or damaged by any of the Insured Risks so as to be unfit for habitation and use the Rent hereby reserved shall cease to become payable until the Property has been rendered fit again for occupation and provided that the Landlord's insurances shall not have been vitiated as a result of any act or omission by the Tenant or occupier then the Tenant may by giving written notice to the Landlord or his Agents terminate the tenancy forthwith in which event any Rent which may have been paid by the Tenant in respect of any unexpired period of the tenancy shall be repaid by the Landlord.