

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

This document contains the terms of the Tenancy of **%rePropertyAddress%** (“**the Property**”). It sets out the promises made by the Landlord and the Tenant to each other. Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court.

Conditions Regarding the Start of the Tenancy

The Landlord and Agent should ensure the following are served on the Tenant at the start of the Tenancy and a signed receipt obtained:

- How to Rent Handbook produced by the Department of Communities and Local Government (“DCLG”);
- Gas Safety Certificate for the Property (if Applicable);
- Energy Performance Certificate;
- The Terms and Conditions of the Deposit Protection Scheme;
- Within 30 Days:
 - The Deposit Certificate;
 - Prescribed Information specifying how the Deposit is protected.

The Tenant should question why any documents are missing and request copies prior to the start of the Tenancy.

The Landlord and the Tenant should ensure that the Tenancy Agreement (“the Agreement”) does not contain terms with to which either party does not agree and contains everything both parties want to form part of the Agreement. If the Tenant is unsure of any obligations, then advice should be taken from the Citizens Advice Bureau or a Solicitor. The Tenant is advised to obtain confirmation in writing when consent is given to carry out any action under this Agreement.

Initials: _____ (Landlord)

_____ (Tenant)

1. Definitions

In this Agreement the following definitions and interpretation apply:

- 1.1. "Landlord" means anyone owning an interest in the Property, entitling them to possession of it upon the termination or expiry of the Tenancy;
- 1.2. "Tenant" means anyone entitled to possession of the Property under this Agreement or any subsequent person who has the Tenancy transferred to them legally;
- 1.3. "Joint and several" means that when more than one person comprises the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement or any extension of it for a fixed Term extension or periodic Tenancy both as a group and each person is liable for all obligations and payments as an individual;
- 1.4. "Agent" means **David Andrew Estates, 167 Stroud Green Road London N4 3PZ** or anyone who subsequently takes over the rights and obligations of the Agent.
- 1.5. "Property" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy as shown in the Particulars above. When the Tenancy is part of a larger building the Property include the use of common access and exit ways and facilities.
- 1.6. "Building" means the building of which the Property forms part including exit and entry to all the common parts.
- 1.7. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings as specified in the Inventory and Schedule of Condition;
- 1.8. "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or inventory clerk which includes the Fixtures and Fittings and given to the Tenant at the start of the Tenancy;
- 1.9. "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term;
- 1.10. "Deposit" means the money paid by the Tenant or a third party and held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the obligations specified in the Tenancy Agreement;
- 1.11. "Stakeholder" means that deductions can only be made by the Deposit Scheme from the Deposit at the end of the Tenancy with the written consent of both parties;
- 1.12. "DPS" means the Deposit Protection Service whose details are shown in the Tenancy Agreement.
- 1.13. "Nominated Tenant" means the person who is authorised by all persons who form the Tenant to liaise with and instruct the DPS regarding deductions from and release of the Deposit.
- 1.14. "Relevant Person" means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent, other third party or the guarantor;
- 1.15. "Permitted Occupier", or "Licensee" means any person permitted by the Landlord to live in the Property but not named as the Tenant in the Tenancy Agreement. That person will be bound by all the obligations of the Tenancy Agreement but will have no rights as the Tenant and will not be liable to pay rent;
- 1.16. References to the singular include the plural and references to the masculine include the feminine;
- 1.17. The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Agent upon written request;
- 1.18. The Landlord and the Tenant agree that the laws of England and Wales shall apply to this Agreement;
- 1.19. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.

Initials: _____ (Landlord)

_____ (Tenant)

THIS AGREEMENT IS MADE on %tenancy_startDate_IdSFY%

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A. %owner_addressee%
of **c/o David Andrew Estates Ltd**
 167 Stroud Green Road London N4 3PZ
 ("The Landlord")

AND

B. %tenancy_tenantsNamesAND%
of %tenant_fullAddressCOM%
 ("the Tenant")

AND IS MADE REGARDING THE PROPERTY KNOWN AS:

 %rePropertyAddress%
 ("the Property")

It is agreed as follows:

2. Term of Tenancy.

The Landlord lets to the Tenant the Property for a period of **%tenancy_term% months ("the Term")**. The Tenancy shall start on and include the **%tenancy_startDate_jSFY% ("the Start Date")** and shall end on and include the **%tenancy_endDate_jSFY% ("the End Date")** but subject to any break clause stipulated in Schedule 5 if applicable.

3. The Rent.

The Tenant shall pay to the Landlord or the Agent **%tenancy_rent%** per month, ("the Rent") payable in advance exclusive of council tax, utilities and water charges. The first payment shall be made on the **%tenancy_startDate_jSFY%**. Thereafter, payments shall be made on the **xxx** day of each month.

4. The Deposit.

The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, **%tenancy_depositAmount%** as a Deposit which shall be transferred by the Agent to the DPS Custodial Scheme who will hold the Deposit as Stakeholder. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall advise DPS of the deductions from the Deposit agreed by the Tenant. DPS shall return the Deposit to the Tenant, the Landlord if applicable, or the Relevant Person subject to the possible deductions set out in this Agreement;

5. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition.

6. Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Initials: _____ (Landlord)

_____ (Tenant)

- 3.6. To pay to the Landlord the cost of any repairs of the Landlord's mechanical and electrical appliances arising from misuse or negligence by the Tenant, his family, his contractor or his visitors;
- 3.7. To pay any reasonable amount incurred by the Landlord when the Landlord is entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant within seven days of written demand or agree a deduction from the Deposit.

4. The Condition of the Property: Repair, Maintenance and Cleaning

- 4.1. To keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
 - fair wear and tear;
 - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Property;
 - repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
 - damage covered by the Landlord's insurance policy;
- 4.2. To inform the Landlord, or the Agent, promptly and in writing when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property and the Fixtures and Fittings;
- 4.3. To keep the Property and Fixtures and Fittings in a clean and tidy condition.
- 4.4. To clean the windows regularly and at the end of the Tenancy;
- 4.5. To clean the chimneys once a year (if applicable) and at the end of the Tenancy provided they were cleaned at the start of the Tenancy;
- 4.6. To test smoke alarms and carbon monoxide detectors monthly and keep them in good working order by replacing batteries where necessary. The Landlord or the Agent should be informed promptly of any defect;
- 4.7. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence or misuse of the Tenant, his family, or his visitors;
- 4.8. To take all reasonable precautions by heating and ventilating to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost condensation and mould growth;
- 4.9. To replace all electric light bulbs, fluorescent tubes and fuses;
- 4.10. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement.
- 4.11. To carry out any work or repairs within a reasonable time of being notified; or authorise the Landlord or the Agent to have the work carried out at the Tenant's expense.
- 4.12. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 4.13. To clear or pay for the clearance of any blockage or over-flow caused by negligence of the Tenant his visitors or family in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property;
- 4.14. To take reasonable precautions to prevent infestation and to pay for the eradication of infestation caused by negligence, action or lack of action of the Tenant.
- 4.15. To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated. This includes the use of dehumidifiers and anything else provided by the landlord or agent to combat mould and condensation. You may be liable to pay for any remedial costs if this has not been adhered to.
- 4.16. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.

5. Insurance

- 5.1. Not to do or fail to do anything that leads to the policy on the Property, or Fixtures and Fittings not covering any losses covered by the policy, increase the premium or become void or voidable provided a copy of the relevant sections of the policy has been given to the Tenant at the start of the Tenancy or provided with the Tenancy Agreement;

Initials: _____ (Landlord)

_____ (Tenant)

- 5.2. To pay to the Landlord any sums paid for any increase in the insurance premium, the excess for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 5.1 of Schedule 1 of this Agreement;
- 5.3. To inform the Landlord or his Agent of any loss or damage to the Property or Fixtures and Fittings and confirm such damage in detail in writing promptly;
- 5.4. **To agree that the Tenant has been warned that the Landlord's policy does not cover his possessions.**

6. Access and Inspection

- 6.1. To allow the Landlord, the Agent, any superior landlord, his agent, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment upon giving not less than 24 hours written notice except in an emergency. The Tenant is only required to allow access when:
 - 6.1.1. the Tenant has not complied with a written notice under clause 4.11 of Schedule 1 of this Agreement;
 - 6.1.2. the Landlord, or an appointed contractor seeks to carry out work for which the Landlord is responsible;
 - 6.1.3. for inspection or repair of the Property or any adjoining premises;
 - 6.1.4. to carry out the Landlord's obligations under this Agreement and any repairs alterations or additions to the Building;
 - 6.1.5. to take gas, electricity or water meter readings;
 - 6.1.6. to paint the outside of the Property or the Building;
 - 6.1.7. the safety check of the gas appliances flues and pipe-work;
 - 6.1.8. to comply with statute;
 - 6.1.9. to carry out repairs or alterations to the adjoining premises;
 - 6.1.10. or any purpose mentioned in this Tenancy Agreement or connected with the Landlord's interest in the Property or any other premises.
- 6.2. To allow the Property to be viewed in the last two months of the Tenancy by prior appointment upon being given 24 hours' notice in writing by any person acting on behalf of the Landlord or the Agent accompanying a prospective purchaser or tenant of the Property.
- 6.3. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Property.

7. Assignment

- 7.1. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's or the Agent's prior written consent.
- 7.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement to reside in the Property without written consent.

8. Use of the Property

- 8.1. To use the Property only as a private residence for the occupation of the Tenant and his immediate family;
- 8.2. Not to allow more than %tenancy_PermittedOccupiers% occupiers including children occupy the Premises unless those occupiers form a single family group. If the Tenant wishes to have more than %tenancy_PermittedOccupiers% occupiers from more than one family group within the Premises the Tenant must gain the Landlord's written consent. If there are more than %tenancy_PermittedOccupiers% occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as he may be in breach of his statutory obligations.
- 8.3. Not to register a company, run a business or hold or allow a sale by auction at the Property;
- 8.4. Not to use the Property for any illegal or immoral purpose;
- 8.5. Not to use consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law;

Initials: _____ (Landlord)

_____ (Tenant)

- 8.6. Not to use the Property or allow others to use the Property in a way which causes noise nuisance, annoyance or damage to neighbouring, adjoining or adjacent premises; This includes any nuisance caused by noise and music which must NOT be played during the hours of 10.00pm – 8.00am as to cause a nuisance to the neighbours.
- 8.7. Not to decorate, make any alterations, or additions to or in the Property or puncture walls, timbers or other parts of the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld;
- 8.8. Not to remove the Fixtures and Fittings in the Property or to store them in any way or place inside or outside the Property which could lead to damage or deterioration; and if consent is given to ensure all Fixtures and Fittings are returned to the same place as at the Start Date of the Tenancy as shown in the Inventory and Schedule of Condition;
- 8.9. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld and to pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of this clause;
- 8.10. Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use;
- 8.11. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails, adhesive, or their equivalents but only by using a reasonable number of commercial picture hooks;
- 8.12. Not to barbecue in or on the Property including any balcony, roof terrace or garden if the Property is subject to a head lease;
- 8.13. To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Property have been vacant for any period of seven days or more and to clean all shower heads every three months;
- 8.14. Not to smoke, vape or smoke e-cigarettes or permit any guest or visitor to smoke tobacco, vape or smoke e cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will pay for the professional cleaning of the carpets and dry cleaning of the curtains and washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Property and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the Property.
- 8.15. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy if applicable.

9. Utilities and Council Tax

- 9.1. To notify the suppliers of gas, water including sewerage and environmental charges, electricity, other fuel and telephone including broadband cable and satellite services to the Property and the local authority that the Tenancy has started;
- 9.2. To apply for the accounts for the provision of the above services and the council tax to be put into the name of the Tenant;
- 9.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property including the installation of any pre-payment meter;
- 9.4. Not to change the telephone number without the written consent of the Landlord or the Agent and inform the Landlord, or the Agent, of the new telephone number promptly;
- 9.5. Not to change any utility supplier without the written consent of the Landlord or the Agent; and provide the name, address and account number of the new supplier upon transfer;
- 9.6. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy;
- 9.7. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with the obligations of the Tenancy Agreement;

Initials: _____ **(Landlord)**

_____ **(Tenant)**

9.8. To pay all outstanding accounts with utility service providers and the council tax during and at the end of the Tenancy.

10. Animals and Pets

10.1. Not to keep any animals or birds (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord or the Agent.

11. Leaving the Property Empty

11.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of **twenty days** or more during the Tenancy;

11.2. To comply with any conditions set out in the Landlord's insurance policy for empty Property, including ensuring adequate heat provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under Clause 11.1 of this Agreement.

12. Locks and Alarms

12.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night and set the burglar alarm (if applicable) when the Property is vacant;

12.2. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm;

12.3. Not to install, change locks or have additional keys cut for the Property without the prior consent of the Landlord, or the Agent, except in an emergency.

13. Garden (if applicable)

13.1. To keep the garden, window boxes and patios if any weeded, in good order and in the same condition and style as at the commencement of the Tenancy and to cut the grass regularly during the growing season;

13.2. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, without the written consent of the Landlord or the Agent which will not be unreasonably withheld.

13.3. To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden.

14. House Plants

14.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Property, if the houseplant dies.

15. Car Parking (if applicable)

15.1. To allow private vehicle(s) only to be parked at the Property in the space, garage or driveway if applicable allocated to the Property.

15.2. To ensure that any garage, driveway, or parking space is kept free of oil and other fluids and to pay for the removal and cleaning of any spillage caused by a vehicle belonging to the Tenant, his family, contractors or visitors;

15.3. To arrange for all vehicles belonging to the Tenant or any visitors to be removed from the Property at the end of the Tenancy;

15.4. To ensure that no vehicles that are not in a road worthy condition are parked at the Property and that all vehicles are fully taxed.

16. Refuse

16.1. To remove or pay for the removal of all rubbish and refuse from the Property by placing in a plastic bin liner and putting it in the receptacle made available, during the Tenancy.

16.2. To dispose of all refuse through the services provided by the local authority.

17. Notices

17.1. To forward any notice order or proposal affecting the Property or its boundaries and any other correspondence addressed to the Landlord to the Landlord or the Agent promptly.

17.2. To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time.

Initials: _____ (Landlord)

_____ (Tenant)

18. Inventory and Checkout

- 18.1. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy if applicable within seven days of the commencement date of the Tenancy with any written amendments or notes.
- 18.2. To agree that the check-in report of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 24.1 above is not returned to the Landlord or the Agent.

19. Head Lease

- 19.1. To comply with the obligations of the head lease provided a copy of the obligations are attached to this Agreement at Schedule 5.

20. Energy Performance Certificates

- 20.1. To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 on signing of this Agreement

21. End of the Tenancy

- 21.1. To clean to a good standard or pay for the professional cleaning of the Property and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Property and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as shown in the Inventory and Schedule of Condition;
- 21.2. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property;
- 21.3. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers and to the local authority;
- 21.4. To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy and pay for the cost of replacement remote controls, keys, locks or other security devices that have been lost or not returned at the end of the Tenancy;
- 21.5. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.
- 21.6. To accept that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition having failed to attend the first appointment that a check out report will be prepared at that time;
- 21.7. To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy;
- 21.8. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy;
- 21.9. To vacate the Property within normal office hours at a time agreed with the Landlord or the Agent;
- 21.10. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy;
- 21.11. To provide a copy of the final account for water including sewerage and environmental charges to the Landlord or the Agent together with proof of payment;
- 21.12. To pay all reasonable removal and/or storage charges, when small items are left in the Property which can be easily moved and stored by the Landlord for a maximum of fourteen days. Charges will be incurred, and the items disposed of at the Tenant's expense where the Landlord or the Agent has given the Tenant written notice addressed to the Tenant at any forwarding address and the Tenant has failed to collect the items promptly. The Tenant will be liable for all storage and disposal costs;

Initials: _____ (Landlord)

_____ (Tenant)

21.13. To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Property is left full of bulky furniture, or other discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property. The items may be disposed of after giving the Tenant at least fourteen days written notice. The Tenant will be liable for all costs of disposal.

22. Right to Rent

- 22.1. The Tenant or others who reside at the Property must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy
- 22.2. If any person forming the Tenant or occupier changes during the Tenancy written consent must be obtained from the Landlord or the Agent prior to occupation and relevant documentation provided for checking;
- 22.3. The Tenant and all occupiers agree to inform the Landlord or the Agent of any correspondence or communication concerning their residency status promptly and provide copies of the documents received.

Schedule 2

Conditions to be kept by the Landlord

1. Quiet Enjoyment

- 1.1. To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

2. Ownership and Consents

- 2.1. To confirm that the Landlord is the freehold or leasehold owner of the Property and that all necessary consents have been obtained to enable the Landlord to enter into the Tenancy (whether from a superior landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

- 3.1. To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in working order:
- 3.1.1. the structure of the Property and exterior (including drains, gutters and pipes);
 - 3.1.2. certain installations for the supply of water, electricity and gas;
 - 3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;
 - 3.1.4. space heating and water heating;
- but not other fixtures fittings and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant;
- 3.2. 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 above.

4. Other Repairs

- 4.1. To keep in repair and working order all mechanical and electrical items belonging to the Landlord unless the lack of repair is due to the negligence or misuse of the Tenant.

5. Safety Regulations

- 5.1. To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993;
- 5.2. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter;
- 5.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994;

Initials: _____ (Landlord)

_____ (Tenant)

- 5.4. To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme;
- 5.5. To provide a smoke alarm on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance; to have smoke alarms and carbon monoxide detectors tested at the start of the Tenancy; and to hold written records that the tests have been carried out.

6. Head Lease

- 6.1. To comply with all the obligations including payment of all charges imposed upon the Landlord by a superior landlord if applicable;
- 6.2. To take all reasonable steps to ensure that the superior landlord complies with the obligations of the head lease;
- 6.3. To provide a copy of the relevant sections of the head lease to the Tenant at the start of the Tenancy.

7. Other Taxes

- 7.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings including ground rent and service charges if applicable for the Property apart from those specified as the obligations of the Tenant in the Agreement;
- 7.2. To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not the UK for more than six months in the tax year; or in the absence of such an appointment the Tenant will deduct basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under the Finance Act 1995.

8. Inventory and Check Out

- 8.1. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.

9. Possessions and Refuse

- 9.1. To remove or pay for the removal of all the possessions of the Landlord, or any former tenant and occupier, and any rubbish prior to the start of the Tenancy.

Schedule 3

General Conditions

It is agreed between the Landlord and Tenant as follows:

1. Ending the Tenancy and Re-entry

- 1.1. If at any time:
 - 1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
 - 1.1.2. if any agreement or obligation of the Tenant is not complied with; or
 - 1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions);the Landlord may re-enter upon the Property provided he has complied with his statutory obligations; and the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.
- 1.2. **If either party wishes to end the tenancy at the end of the fixed term agreement, that party shall serve no less than two months prior written notice from the rent due date. The tenancy would continue on a periodic tenancy if no formal agreement is reached by both parties.**

2. Early Termination

- 2.1. If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Property is re-let with the Landlord's consent whichever is earlier.

Initials: _____ (Landlord)

_____ (Tenant)

3. Interruptions to the Tenancy

- 3.1. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and made habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.
- 3.2. If the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

4. Data Protection Act 2018

- 4.1. The personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the terms of the Agent's privacy policy ("the Policy") which and is available to view on the Agent's website (www.davidandrew.co.uk). In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the Tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following:
 - 4.1.1. Details of performance of obligations under this Agreement by the Landlord and Tenant;
 - 4.1.2. Known addresses/details of the Tenant and any other occupiers,
 - 4.1.3. Any other relevant information required by the parties listed below.
 - 4.1.4. This personal information above can be shared with Utility and water companies; The local authority; Authorised contractors; Credit and reference providers; Mortgage lenders; Legal advisors; Any other interested third party.
- 4.2. This information can/will be provided without further notice only when the Agent is authorised to do so under the Policy.

5. Notices

- 5.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is:
David Andrew Estates, 167 Stroud Green Road London N4 3PZ.
- 5.2. The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Property by 4.30pm or the last known address of the Tenant if different; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property or the last known address of the Tenant if different; the documents or Notices will be deemed delivered two working days later. A working day excludes a Saturday, Sunday and a Bank Holiday;
- 5.3. The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address of the Landlord at the address in clause 5.1 of Schedule 3 or the last known address of the Landlord if different; the documents or Notices will be deemed delivered two working days later. A working day excludes a Saturday, Sunday and a Bank Holiday;

6. Acceptance of Rent

Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements or stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

Initials: _____ (Landlord)

_____ (Tenant)

Schedule 4

Dealing with the Deposit

1. Deposit

- 1.1. The Deposit will be paid to the Agent who is a member of the Deposit Protection Service ("DPS") who will register the Deposit and send it to the DPS for protection under the custodial scheme throughout the Tenancy or any extension of it within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier and give to the Tenant a copy of the Prescribed Information and the Terms and Conditions of DPS which must be signed by both parties. The Tenant should contact DPS after the thirty days to check the Deposit has been registered with DPS. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the website of DPS. The website address is www.depositprotection.com;
- 1.2. The Tenant agrees that if more than one person forms the Tenant that the name of one person who will be known as the lead tenant ("Lead Tenant") who will be responsible for negotiating any deductions with the Landlord or the Agent and communicating with DPS will be provided to the Landlord or the Agent within thirty days of the Tenancy starting or the Deposit being taken whichever is earlier. The Lead Tenant will be the only person who can contact DPS and handle any disputes on behalf of the Tenant. By signing the Tenancy Agreement all persons forming the Tenant agree to abide by the decision of the Lead Tenant;
- 1.3. After the Tenancy has ended the Landlord or the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to ask DPS to deduct from the sum held as the Deposit any monies referred to in clause 1.6 of Schedule 4 of this Agreement. If more than one such deduction is to be made by the Landlord or the Agent, monies will be deducted from the Deposit in the order listed in clause 1.6 of Schedule 4 of the Agreement;
- 1.4. After the end of the Tenancy the Landlord or the Agent on behalf of the Landlord shall request DPS to return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it. If there is more than one person forming the Tenant, the Landlord or the Agent may, with the written consent of the Lead Tenant, return the Deposit by cheque to any one Tenant at his last known address;
- 1.5. If the amount of monies that the Landlord or the Agent is entitled to ask to be deducted 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 fourteen days of the Tenant receiving that request in writing;
- 1.6. The Agent with the consent of the Landlord and the Tenant may request DPS to deduct monies from the Deposit (as set out in clause 4 of the Particulars) to compensate the Landlord for losses caused for any or all of the following reasons:
 - any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence);
 - any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent;
 - any other breach by the Tenant of the terms of this Agreement;
 - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - any unpaid account or charge for water including sewerage and environmental charges, electricity gas telephone charges, or other fuels;
 - any unpaid council tax;
- 1.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable on the grounds that the DPS has registered the Deposit.

Initials: _____ (Landlord)

_____ (Tenant)

Protection of the Deposit

2. The Deposit is protected by The Deposit Protection Service (“the DPS”) of The Pavilions, Bridgewater Road, Bristol, BS99 6AA – Telephone: 0844 4727 000 – Email: enquiries@depositprotection.com. The Deposit is held by the Scheme Administrator.
3. The Landlord or the Agent has provided the Prescribed Information to the Tenant WITHIN 30 days of the start of the Tenancy;
4. The Landlord agrees that the Deposit shall be held in accordance with the rules of DPS.
5. **At the end of the Tenancy**
 - 5.1. The Agent must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit;
 - 5.2. If there is no dispute the Agent will ask DPS to repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. If agreement cannot be reached any of the parties can refer the matter to the DPS for adjudication up until ninety days after the end of the Tenancy;
 - 5.3. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 5.1 and 5.2.
6. **Joint tenant consent to adjudication**

There being multiple persons forming the Tenant each person forming the Tenant agrees with the other that any one of them may consent on behalf of all the others to use alternative dispute resolution through the DPS to deal with any dispute about the Deposit at the end of the Tenancy.

Initials: _____ (Landlord)

_____ (Tenant)

Schedule 5

Additional Clauses

1. Tenants Break Option

It is hereby agreed between the Landlord and the Tenant that at any time on or after **%tenancy_earliestTerminationDate_jSFY%** the Tenancy may be terminated by the Tenant having given to the Landlord or the Landlord's Agent not less than sixty days prior notice in writing thereby the earliest date for the service of notice is **XXX** and for clarification should service of notice be made for one party of the Tenant such notice will be deemed as being served for all parties jointly and severally.

2. Landlords Break Option

It is hereby agreed between the Landlord and the Tenant that at any time on or after **%tenancy_earliestTerminationDate_jSFY%** the Tenancy may be terminated by the landlord having given to the tenant not less than sixty days prior notice in writing thereby the earliest date for the service of notice **XXX** and for clarification should service of notice be made for one party of the Tenant such notice will be deemed as being served for all parties jointly and severally.

Initials: _____ (Landlord)

_____ (Tenant)

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

| | | |
|---------------|--|---|
| SIGNED | <div style="border: 1px solid black; height: 50px; width: 290px;"></div> | By, or for and on behalf of, the LANDLORD |
| SIGNED | <div style="border: 1px solid black; height: 50px; width: 290px;"></div> | FIRST TENANT |
| SIGNED | <div style="border: 1px solid black; height: 50px; width: 290px;"></div> | SECOND TENANT |
| SIGNED | <div style="border: 1px solid black; height: 50px; width: 290px;"></div> | THIRD TENANT |
| SIGNED | <div style="border: 1px solid black; height: 50px; width: 290px;"></div> | FOURTH TENANT |

Initials: _____ (**Landlord**)

_____ (**Tenant**)