

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice

This document contains the Terms of the Tenancy of **Property Address**. It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Initials: _____ (Landlord)

_____ (Tenant)

THIS AGREEMENT IS MADE on the Today's Date

The Parties to this Agreement and the Premises

THIS AGREEMENT IS MADE BETWEEN

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

AND

B. of **Tenant Names**
Lead Tenant Address
("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

Property Address
("the Premises")

The Main Terms of the Tenancy

1. Term of Tenancy.

The Landlord lets to the Tenant the Premises for a period of **No of Months months**.
The Tenancy shall start on and include the **Tenancy Start Date** and shall end on and include the **Tenancy End Date**.

2. The Rent.

The Tenant shall pay to the Landlord or the Agent **£Rent PCM** per month, ("the Rent") payable in advance. The first payment shall be made on or before the **Tenancy Start Date** and shall continue to be made on the **Rent Due Date** thereafter.

3. The Deposit.

The Tenant shall pay to the Agent, on the signing of this Agreement, **£Deposit** ("the Deposit") as a Deposit which shall be taken by the Agent as stakeholder and will be registered with Mydeposits. The Tenant should contact My-deposits after the thirty days to check the Deposit has been lodged and registered with My-deposits. At the end of the Tenancy the deposit shall be returned to the Tenant subject to the possible deductions set out in this Agreement.

4. Fixtures and Fittings

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

5. 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)

6. **Dealing with the Deposit**

The following clauses set out:

- *what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 3 above;*
- *what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;*
- *the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and*
- *the circumstances in which other monies may be requested from the Tenant.*

- 6.1. The Deposit will be paid to the Agent who is a member of My-deposits. Within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier the Tenant will be given a copy of the Prescribed Information and The Terms and Conditions, which must be signed by both parties. The Tenant should contact My-deposits after the thirty days to check the Deposit has been lodged and registered with My-deposits. 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 My-deposits. The website address is www.mydeposits.co.uk. For further information on Tenancy Deposit Protection in general the Tenant can click on the website www.communities.gov.uk/tenancydeposit.
- 6.2. The Agent shall notify the Tenant in writing of any deduction to be made under this Agreement at the end of or earlier termination of the Tenancy. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 6.3. After the end of the Tenancy the Agent shall request that My-deposits return the Deposit, or will return the deposit themselves if registered with my-deposits, except in case of dispute subject to any deductions made under the Agreement, within ten days of the end of the Tenancy or any extension of it.
- 6.4. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.
- 6.5. **The Landlord with the consent of the Tenant may instruct the Agent to request My-deposits to deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:**
- **any damage to the Premises 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 Premises (whether or not the Landlord consented to its presence as set out in clause 16.1);**
 - **any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord, by the local authority;**
 - **any other breach by the Tenant of the obligations of this Agreement;**
 - **any installment of the Rent which is due but remains unpaid at the end of the Tenancy;**
 - **any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;**
 - **any unpaid council tax;**
 - **any unpaid telephone charges.**
- 6.6. The Tenant shall not be entitled to withhold the payment of any installment of Rent or any other monies payable under this Agreement on the ground that My-deposits holds the Deposit or any part of it.

Initials: _____ (Landlord)

_____ (Tenant)

Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in this Agreement. If any of these Terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

7. General

- 7.1. An obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- 7.2. To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.

8. Paying Rent

- 8.1. To pay the Rent by as set out in clause 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by **standing order** to:

**Bank: Lloyds TSB
19 Upper Street Islington N1 0PH**

Sort Code: 30 94 57

Account Number: 00349697

in the name of: David Andrew Clients Account.

- 8.2. To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 4% above the Bank of England Base Rate.

9. Further Charges to be paid by the Tenant

- 9.1. To pay the council tax (or any similar charge which replaces it) for the Premises either directly to the local authority, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 9.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:
- gas;
 - water (including sewerage and other environmental services);
 - electricity;
 - any other fuel charges;
 - telephone / internet charges.
- 9.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:
- recovering or attempting to recover any Rent or other monies in arrears;
 - the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.
- 9.4. To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 9.5. To pay the television license if required.
- 9.6. To pay the cost of a check out of the Inventory and Schedule of Condition listing the condition of the Premises and the Fixtures and Fittings in the Premises at the end or earlier termination of the Tenancy.

Initials: _____ (Landlord)

_____ (Tenant)

- 9.7. To pay the additional cost incurred by the Landlord, the Agent or the inventory clerk (if applicable) in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed second appointment.
- 9.8. To pay £150.00 + VAT for each new tenant added to the Tenancy agreement
- 9.9. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.
- 9.10. To pay the Agent renewal fee of £75+VAT should the tenant wish to renew their contract for a further fixed term.

10. The Condition of the Premises: Repair, Maintenance and Cleaning

- 10.1. To take reasonable steps to keep the interior of the Premises 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 Premises;
 - repairs for which the Landlord has responsibility (these are set out in clause 28.1 of this Agreement);
 - damage covered by the Landlord's insurance policy.
- 10.2. To inform the Landlord, or the Agent, immediately they come to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 28.1 of this Agreement.
- 10.3. To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.
- 10.4. To clean to a good standard, or pay for the professional cleaning including carpets of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.
- 10.5. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 10.6. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 10.7. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 10.8. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 10.9. To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 10.10. To replace all electric light bulbs, fluorescent tubes and fuses.
- 10.11. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.
- 10.12. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours' notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- 10.13. To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.

Initials: _____ (Landlord)

_____ (Tenant)

- 10.14. 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.
- 10.15. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 10.16. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 10.17. 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.

11. Insurance

- 11.1. Not to do or fail to do anything that leads to the insurance policy on the Premises to become invalid, or the Fixtures and Fittings not covering any part of the losses otherwise covered by the policy, provided a copy of the relevant sections of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 11.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 11.1 of this Agreement.
- 11.3. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- 11.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 11.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 11.5. **The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.**

12. Access and Inspection

- 12.1. To allow the Landlord, his representatives, the Agent, any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Premises with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:
 - the Tenant has not complied with a written notice under clause 10.12 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with that clause;
 - the Landlord, the Agent, the Superior Landlord his agent, or an appointed contractor seeks to carry out work for which the Landlord or the Superior Landlord is responsible (those responsibilities are set out in clause 28.1 of this Agreement);
 - a professional adviser has been appointed by or authorised by the Landlord, the Superior Landlord or the Agent to visit or inspect the Premises;
 - the safety check of the gas appliances is due to take place;
 - the Landlord, the Superior Landlord or the Agent wishes to inspect the Premises.
- 12.2. To allow the Premises to be viewed by appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Premises.

Initials: _____ (Landlord)

_____ (Tenant)

- 12.3. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises, during the last two months' of the Tenancy.
- 12.4. To take reasonable steps to make the property presentable during the period of the last 2 months of the tenancy when viewings will be taking place.

13. Assignment

- 13.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's or the Agent's prior consent, which will not be unreasonably withheld.
- 13.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the premises.

14. Use of the Premises

- 14.1. To use the Premises only as a private residence for the occupation of the Tenant and his immediate family.
- 14.2. Not to allow more than **Number of Tenants** occupiers including children occupy the Premises unless those occupiers form a single family group. If the Tenant wishes to have more than four occupiers from more than one family group within the Premises the Tenant must gain the Landlord's written consent. If there are more than **Number of Tenants** 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.
- 14.3. Not to register a company at the address of the Premises.
- 14.4. Not to run a business solely from the Premises.
- 14.5. Not to use the Premises for any illegal purpose.
- 14.6. Not to hold or allow any sale by auction at the Premises.
- 14.7. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 14.8. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. 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.
- 14.9. Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.10. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place them inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 14.11. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.12. To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 14.11 above.
- 14.13. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.
- 14.14. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- 14.15. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.
- 14.16. 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.
- 14.17. Smoking is not permitted within the premises at any time.

Initials: _____ (Landlord)

_____ (Tenant)

15. Utilities

- 15.1. To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started.
- 15.2. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant.
- 15.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 15.4. To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 15.5. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier.
- 15.6. To provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 15.7. 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.
- 15.8. 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 clause 9.2 or by anything done or not done by the Tenant.
- 15.9. 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 Premises.
- 15.10. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 15.11. 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 set out in clause 15.1 and to the local authority.

16. Animals and Pets

- 16.1. Not to keep any animals or birds (whether domestic or otherwise) in the Premises.

17. Leaving the Premises Empty

- 17.1. To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of **twenty days** or more during the Tenancy.
- 17.2. To comply with any conditions set out in the Landlord's policy for empty Premises, provided a copy 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 17.1 of this Agreement.

18. Locks and Alarms

- 18.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 18.2. To set the burglar alarm (if applicable) when the Premises are vacant. The Tenant is responsible for the maintenance of any alarm system and agrees to pay all charges in connection with the burglar alarm if used.
- 18.3. 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.
- 18.4. Not to install or change any locks in the Premises except in an emergency without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld.
- 18.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.
- 18.6. 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 (whether before or after the Term of this Agreement).
- 18.7. To pay for the cost of replacement keys, remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

Initials: _____ (Landlord)

_____ (Tenant)

19. Garden etc. (if applicable)

- 19.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.
- 19.2. To keep the window boxes, borders, paths, and patios, if any, weeded.
- 19.3. To cut the grass regularly during the growing season.
- 19.4. To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden or maintaining the Premises.
- 19.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.

20. House Plants and Annual Plants

- 20.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant or annual plants in the garden that have been left in or at the Premises, if the houseplant or annual plants die.

21. Car Parking

- 21.1. To park private vehicle(s) only at the Premises.
- 21.2. To park in the space allocated to the Premises, if the Tenant is allocated a car parking space.
- 21.3. To park in the garage or the driveway to the Premises if applicable.
- 21.4. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 21.5. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 21.6. Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.

22. Refuse

- 22.1. To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.
- 22.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 22.3. To dispose of all refuse through the services provided by the local authority.

23. Notices

- 23.1. To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon receipt of any notice, order, or proposal.
- 23.2. To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time.

24. Inventory and Checkout

- 24.1. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within seven days of the Commencement Date with any written amendments or notes.
- 24.2. 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.
- 24.3. To pay to the Agent a reasonable cost of the checking of the Inventory and Schedule of Condition at the end of the Tenancy.

25. Head Lease

- 25.1. To comply with the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement at Schedule A.

Initials: _____ (Landlord)

_____ (Tenant)

Conditions to be kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main obligations. If any of these obligations are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

26. Quiet Enjoyment

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

27. Consents

27.1. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).

28. Statutory repairing Obligations

28.1. To comply with the obligations to repair the Premises 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 good order:

- (a) the structure of the Premises and exterior (including drains, gutters and pipes);
- (b) certain installations for the supply of water, electricity and gas;
- (c) sanitary appliances including basins, sinks, baths and sanitary conveniences;
- (d) space heating and water heating;

But not other Fixtures, Fittings, and appliances for making use of the supply of water and electricity, or the provision of television or telephone connections. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.

29. Insurance

- 29.1. To insure the Premises and the Fixtures and Fittings under a general household policy with a reputable insurer.
- 29.2. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

30. Other Repairs

30.1. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.

31. Safety Regulations

- 31.1. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 31.2. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety checks record is given to the Tenant at the start of the Tenancy.
- 31.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 31.4. To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

32. Head Lease

- 32.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 32.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

Initials: _____ (Landlord)

_____ (Tenant)

by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant to inform that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

- 38.2. The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

39. Interruptions to the Tenancy

- 39.1. If the whole or a proportion of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or a proportion of the Rent will cease to be payable until the Premises are reinstated and rendered 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.
- 39.2. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

40. Data Protection Act 1998

- 40.1. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent only and will not be used for marketing purposes during the Tenancy; that present and future addresses and other contact details of the parties will not be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party.

41. Notices

- 41.1. 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:
c/o David Andrew Estates, 167 Stroud Green Road London N4 3PZ
- 41.2. The Tenant shall as soon as reasonably practicable deliver or post to the address set out in clause 41.1, any notice or other communication which is delivered or posted to the Premises.
- 41.3. 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 Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

Initials: _____ (Landlord)

_____ (Tenant)

41.4. The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in clause 41.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post to the address specified in clause 44.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 41.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

42. Stamp Duty Land Tax

- 42.1. The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.
- 42.2. The Tenant agrees that he will comply with his legal responsibility to pay the costs of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party if the Rent exceeds the threshold after deduction of the discount.

43. Special Clauses

- 43.1. The clauses shown at Schedule A (if any) form part of this Agreement.

44. Definitions & Interpretation

In this Agreement the following definitions and interpretations apply:

- 44.1. "Landlord(s)" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.
- 44.2. "Tenant" includes anyone entitled to possession of the Premises under this Agreement.
- 44.3. "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
- 44.4. "Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
- 44.5. "Agent" is **David Andrew Estates, 167 Stroud Green Road London N4 3PZ** or anyone who subsequently takes over the rights and obligations of the Agent.
- 44.6. "Premises" 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. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.
- 44.7. "Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- 44.8. "Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or inventory clerk which shall include the Fixtures and Fittings in the Premises and any other matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or shortly thereafter.
- 44.9. "Term" or "Tenancy" includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

Initials: _____ (Landlord)

_____ (Tenant)

- 44.10. "Deposit" is the money taken by the Agent in a stakeholder capacity at the start of the Tenancy and passed to My Deposits in case the Tenant fails to comply with the obligations in this Agreement.
- 44.11. "Notice Period" is the amount of notice that the Landlord and the Tenant must give to each other.
- 44.12. "Stamp Duty Land Tax" is the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after the discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.
- 44.13. "Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.
- 44.14. "Superior Landlord" means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.
- 44.15. "Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 44.16. References to the singular include the plural and references to the masculine include the feminine.
- 44.17. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 44.18. The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

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

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

Discretionary Grounds

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

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

Ground 12: the tenant is in breach of one or more of the obligations under the tenancy agreement;

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

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

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

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

Initials: _____ (Landlord)

_____ (Tenant)

Schedule A

1. Tenants Break Option

It is hereby agreed between the Landlord and the Tenant that at any time on or after **Tenancy Earliest Termination Date** 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 **Tenancy Earliest Termination Date Minus 2 Months** 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 Earliest Termination Date** 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 **Tenancy Earliest Termination Date Minus 2 Months** 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	<input type="text"/>	By, or for and on behalf of, the LANDLORD
SIGNED	<input type="text"/>	FIRST TENANT
SIGNED	<input type="text"/>	SECOND TENANT
SIGNED	<input type="text"/>	THIRD TENANT
SIGNED	<input type="text"/>	FOURTH TENANT
SIGNED	<input type="text"/>	GUARANTOR
SIGNED	<input type="text"/>	WITNESS
	<input type="text"/>	WITNESS'S NAME AND ADDRESS

Once this Agreement has been signed, the Tenant must pay the Stamp Duty Land Tax for this Agreement to the Stamp Office. Failure to pay the Stamp Duty Land Tax within 30 days could result in a fine. Further information can be obtained by telephoning 0845 6030135 or the website (see Definitions).

Initials: _____ (Landlord)

_____ (Tenant)