

ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a residential dwelling Important Notes for Tenants

This tenancy agreement is a legal and binding contract and the Tenant(s) is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or 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.

General Notes

1. This tenancy agreement is for letting furnished accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair of the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading Guidance on Unfair terms in Tenancy Agreements.

Initialled by the tenants in acknowledgment of agreement:

TENANCY AGREEMENT

This Tenancy Agreement is intended to create an Assured Shorthold Tenancy Agreement as defined in Section 20 of the Housing Act 1988 and the provisions for Recovery of Possession by the Landlord under Section 21 thereof apply accordingly.

THIS ASSURED SHORTHOLD TENANCY AGREEMENT is made on the xxxxxxxxxxxxxxxxxxxx

Parties:

Landlord

1. xxxxxxxxxxxxxxxxxxxx c/o Fraser Grant, 25-27 Acorn Road, Jesmond, Newcastle upon Tyne, NE2 2DJ
Telephone: 0191 2819777
Fax: 0191 2819711
Email: enquiries@frasergrant.co.uk

Tenants:

1. Xxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
2. Xxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
3. Xxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
4. Xxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
5. Xxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
6. Xxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Initialed by the tenants in acknowledgment of agreement:

Guarantors:

1. xxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxx
2. xxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxx
3. xxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxx
4. xxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
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5. xxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxx
6. xxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxx
Telephone: xxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxx

The Landlord lets and the Tenant takes the dwellinghouse known as:

XX
(the **Property**)

For a period of **Twelve (12) months less one (1) day**

From **Midday on xxxxxxxx of xxxxxxxx 2017** **(10-07-2017)**

Until **Midday on xxxxxxxx of xxxxxxxx 2018** **(08-07-2018)** (the **Term**)

At a rental of £xxxxxxx (xxxxxxxxxxxxxxxx pounds sterling) per month.

Rent is payable in advance by **cheque or cash only** in the following manner:

Annually - £xxxxxxxxxxxx (xxxxxxxxxxxxxxxx pounds sterling) per tenant.

Payment due date: xxxxxxxx.

Quarterly - £xxxxxxxxxxxx (xxxxxxxxxxxxxxxx pounds sterling) per tenant.

Payments due dates: xxxxxxxx.

Termly (every 4 months) - £xxxxxxxxxxxx (xxxxxxxxxxxxxxxx pence sterling) per tenant.

Payment due dates: xxxxxxxx.

Monthly - £xxxxxxxxxxxx (xxxxxxxxxxxxxxxx sterling) per tenant.

Payments due dates: First payment on xxxxxxxx, then monthly thereafter on **xxxxx of each month from xxxxxxxx 2107**

Important Information relating to rental payments:

1) Payments are to be paid **IN FULL** on the **DUE dates** above – Particular attention **MUST** be given to the **initial first payment that MUST be paid prior to the tenancy commencing**. Failure to do so may prejudice access to the property **FOR ALL TENANTS**.

2) Monthly rents are on a calendar month basis and are calculated as follows:
Weekly rent (£xxxxxxx) x 52 weeks in the year ÷ 12 months in the year.

2) Must be paid in the manner stipulated or you may be subject to penalties.

3) Pay particular attention to the method of payment as this will not be changed – where payment is by cheque or cash, **WE ARE NOT** able to take bank transfer or standing order payments (please do not ask).

4) You will not be invoiced for rent payments and it is the tenant's responsibility to ensure rent is paid in the correct manner.

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1. **INTERPRETATION**

- a) The definitions and rules of interpretation in this clause apply in this agreement

Agent: Fraser Grant, 25-27 Acorn Road, Jesmond, Newcastle, NE2 2DJ.

Interest Rate: the rate of 8% per annum above the base rate from time to time of Barclays Bank plc.

Inventory: the list of items present at the Property and attached to this Tenancy.

Utilities: the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- b) Clause headings shall not affect the interpretation of this agreement.
- c) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- e) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- f) A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- g) References to clauses are to the clauses of this agreement.
- h) A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- i) Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- j) Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- k) Any reference to Tenancy refers to the tenancy created under this agreement.
- l) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. DEPOSIT

- a) The Tenant(s) shall pay the sum(s) of £ deposit to be held as security against rent arrears, any obligations required of the Tenant(s) under this Tenancy, any repairs that are the responsibility of the Tenant(s), and for any legal proceedings which may be commenced by the Landlord against the Tenant(s). The Landlord hereby gives notice that the deposit will be protected in accordance with the Housing Act 2004 by The Deposit Protection Service and undertakes to give written notice to the tenants should this change.
- b) The Deposit Protection Service shall hold the deposit throughout the term of the Tenancy on behalf of the Landlord as security for compliance by the Tenant(s) under this agreement and the payment, holding and use of the same shall be without prejudice to any other rights and remedies of the Landlord whether expressed or implied.
- c) Where dilapidations are accrued during the term (fair wear & tear excepted), the tenant(s) agree to pay within fourteen (14) days any reasonable and proper invoice raised by the Landlord or his Agent acting reasonably for the balance of the outstanding costs.
- d) Where the tenants fail to discharge an undisputed invoice for the cost of remedial repairs for dilapidation, or other undisputed charges for breach of contract within fourteen (14) days, a charge of £20.00 will be made in respect of the time reasonably incurred by the Agent in procuring such overdue payment. This charge shall be payable every time the Agent is required to procure such overdue payments and relates to the reasonable time, work and materials involved in procuring such payment is made.
- e) In the event of there being any dispute regarding return of the deposit, the matter will be placed into arbitration by the government scheme. Where arbitration is required as a result of any spurious claim made by the Tenant or where the Tenant has acted unreasonably, the Tenant shall pay all costs, fees and expenses reasonably and properly incurred by the Landlord or his Agent as a result of the arbitration process.
- f) The return of the deposit may not be instigated at any time by any person where the Landlord or its Agent has previously notified the Tenant of its intention to make a claim against the Deposit. In the event any such claim on the deposit is made by the Tenant in circumstances where the Landlord or its Agent has previously notified the Tenant of an intention to claim, any costs, fees or expenses incurred by the Landlord or its Agent in dealing with the Deposit scheme administrators will be recoverable in full on an indemnity basis from the Tenant.
- g) If after the end of the term, the Landlord or its Agent receive a demand for payment addressed to the Landlord or its Agent in respect of Utilities consumed at the Property during the Term or council tax liability arising during the Term, then the Landlord or its Agent may deduct from the Deposit the full amount of any such sum owing and required to discharge any such payment or liability as aforesaid.
- h) Where agreement as to dilapidation and retention of costs associated with remedial repairs cannot be reached, the Landlord or his Agent will instigate the return of the deposit via the deposit scheme and any costs that remain in dispute will be referred to a dispute resolution service.

3. GRANT

The Landlord lets the Property to the Tenant for the Term and the Tenant agrees to take the property together with its furniture and effects as may be listed on the Inventory accompanying this Tenancy and confirms that the Tenant has inspected the property and found it suitable for his/her purposes and raises no objection to the state and condition of the Property or the items listed in the Inventory.

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4. RENT AND OTHER PAYMENTS

The Tenant shall:

- a) Pay the rent promptly to the Landlord or his Agent at the times and in the manner specified (whether formally demanded or not), without deduction, set-off or counterclaim and further agrees to pay interest at the Interest Rate, on any sums due under this Tenancy where such sums are outstanding for more than 14 days calculated from the date upon which such sum was due, up to the date upon which cleared funds are received in respect of such sums.
- b) Agree to a surcharge of 15% plus VAT in lieu of our recovery charges incurred by our debt recovery agents Final Demand Ltd, in the event of default on tenant liabilities and the Landlord and his Agent having exhausted all other recovery means.
- c) Arrange within seven days of the commencement of this Tenancy with the relevant authorities and suppliers for all Utilities and Council tax or any other rates, taxes or other impositions payable in respect of the Property to be put into the name(s) of the Tenant(s) and to discharge the same for the full Term; failure to ensure this is carried out will result in a charge of £20.00 and thereafter administrative costs incurred in remedying the tenants breach.
- d) Pay all costs in connection with the Utilities and comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.
- e) Not to allow the Utilities to be disconnected altered or removed and shall ensure that the Utilities are operating throughout the Tenancy. Where the premises contains communal areas (such as a communal stairwell) outside the Property (but within the building), shared by two or more premises, the tenant(s) shall pay to the Landlord or his Agent upon demand a proportion of all charges for electricity, cleaning, decoration and maintenance (fair, wear & tear accepted) attributable to the communal areas to the building. The proportion of such charges will be the sum total equally apportioned between the numbers of premises within the building or such charges as may be levied by a head Landlord or his agent.
- f) Procure that at any time any television or other such device capable of receiving television signals and broadcasts is situated on the Property the Tenant has a television licence in respect of such device.
- g) To pay all charges for the security alarm or other security system at the Property together with any and all "call out" charges resulting from the security alarm or other security systems at the Property being activated (whether or not intentionally during the Term) save in the instance where such charges (including "call out" charges) are as a result of any fault with the system.
- h) Pay to the Landlord any amount that is deducted, refused or disallowed by the insurers pursuant to:
 - i) any excess provision in the insurance policy;
 - ii) any act or omission of the Tenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

5. TENANTS OBLIGATIONS

The Tenant shall:

- a) Not change or permit to be changed without the consent in writing of the Landlord the number of the telephone and not transfer the said number at the end of the Tenancy (where a telephone service is already in situ upon the commencement of the tenancy).
- b) Where the Tenant allows, either by default of payment or specific instruction, a utility or other services to be cut off, whether during or at the end of the Term, the Tenant is to pay, or be liable to pay, the costs associated with reconnecting or resuming those services or the re-instatement of a non pre-paid meter where one has been installed by a utility supplier as a result of a default by the tenant.

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- c) Use the property as the Tenant(s) principal home and use the property in a tenant-like manner at all times.
- d) Not leave the property vacant for a period in excess of 21 days without the written consent of the Landlord.
- e) Ensure that when the property is left vacant or unattended all external doors and windows are properly secured by all locks and other means provided by the Landlord and the burglar alarm (if any) is activated. The Tenant(s) shall also notify the Landlord and his Agent of any change to the burglar alarm code.
- f) Not carry on or permit to be carried on from the property, any business, trade or profession whatsoever and shall use the same as a private residence in the occupation of the Tenant(s).
- g) Not use the property for any illegal or immoral purpose or in contravention of any statute, regulation or byelaw.
- h) Not alter, change or install any locks on any doors or windows in or about the property or have any additional keys made for any locks without the prior written consent of the Landlord. If the Landlord approves any changes, the Tenant(s) agrees to make available spare copies of keys to the Landlord or his Agent. Where the Tenant is permitted to change the locks or make additional keys it shall return all such new and additional keys to the Landlord on expiry of the Term.
- i) Not, without the consent in writing of the Landlord, make available a key to any other person.
- j) Where keys are lost or not returned upon termination of the agreement, whether this is at the end of the tenancy or earlier, the tenant shall pay the sum of £7.50 per key required or where the property is fitted with a specialist security or suited lock the charge will be £20.00 per key required and where the security of the premises is compromised, the tenant shall pay to have any locks changed as may be necessary and for such keys as may be required for all occupiers of the building at £7.50 per key or £20.00 per key where the building is fitted with security or suited locks.
- k) Not to hold any sale by auction on the premises.
- l) Not to stop-up, darken or obstruct any windows or light belonging to the premises.
- m) Not to place or exhibit any notice board or notice or sign or poster visible from outside the Property advertising any profession, trade, social gathering, or business, or any goods or services.
- n) Not to permit any encroachment or easement to be made or acquired in, out or upon the premises.
- o) Not to deposit or store bicycles or other items in hallways or any other communal areas.
- p) Where the Landlord's interest in the Property is leasehold, to perform and observe at all times during the Tenancy the Tenants covenants in the Landlord's lease (other than the covenants as to payment of rent and service charges) and the conditions and stipulations contained in the said lease in so far as such performance and observance is not the sole responsibility of the Landlord under the terms thereof and indemnify the Landlord from and against all actions, costs, claims, and demands arising out of any breach or non-observance or non-performance thereof, provided always that the covenants, conditions and stipulations, shall not operate so as to confer upon the Tenant(s) any right, power or privilege which is not expressly granted by this Tenancy.
- q) Not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property or to any person residing, visiting, or otherwise engaged in lawful activity in the locality. For the avoidance of doubt nuisance and annoyance includes:

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- i) loud music;
 - ii) arguing and door slamming;
 - iii) offensive drunkenness;
 - iv) selling controlled drugs, or drug abuse;
 - v) rubbish dumping or failure to place refuse bins out for collection or the storage or dumping of refuse bags or rubbish or failure to correctly dispose of such items;
 - vi) playing ball games close to someone else's home;
 - vii) parking vehicles so as to obstruct access to or from another person's property.
- r) Not to commit any harassment or threat of harassment whether on the grounds of race, sex, sexual orientation, religious belief, perceived HIV/AIDS infection, or disability that is likely to interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any tenant, employee or contractor And for the avoidance of doubt harassment includes:
- i) racist behaviour or language
 - ii) using or threatening to use violence
 - iii) using abusive or insulting words or behaviour
 - iv) damaging or threatening to damage another person's home or possessions
 - v) writing threatening, abusive or insulting graffiti or displaying items that may cause offence.
- s) Not to subject, any employee or contractor of the Landlord at the Property to any physical or verbal abuse.
- t) Not to play any radio, television, record or tape recording, or other such item or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the premises between the hours of 11.00pm and 7.30am.
- u) Not to have any other form of heating except that provided by the Landlord, and not to have any paraffin heater, portable gas heaters or electric fires of any description.
- v) Not to leave the washing machine functioning whilst the Tenant(s) is not in the premises.
- w) Not to stop up any flues or ventilators to or in the property.
- x) To replace promptly all broken glass at the Property with the same quality glass.

6. PARKING

- a) The Tenant(s) is not to park or permit to be parked so as to cause any obstruction or annoyance in or on any approach road or passageways leading to the Property any motor car, bicycle, perambulator or other vehicle used by the Tenant(s), their friends, servants or other visitors to the property.
- b) The Tenant shall park motor vehicles (i.e. cars, motor cycles and light vans only) solely in the car park area(s) where provided; such vehicles to be kept in roadworthy condition. The Agent may remove any unauthorised vehicle and may recover the cost of such removal from the Tenant.
- c) Where parking is prohibited on the premises or approach roads or driveways, the Tenant(s) are not to park any motorised vehicle.

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- d) Where enforcement of parking is in operation, the Tenant(s) agree to indemnify the Landlord or his Agent against any loss or claim resultant in the Tenant(s) or their visitors being subject to enforcement and understand that the Landlord and his Agent are unable to act on their behalf in any appeal or action against the enforcement company.

7. BREACH FOR NUISANCE

- a) Where the tenant(s) cause a nuisance or anti-social behaviour a verbal warning will be issued; failure to comply thereafter will result in written warnings at £20.00 per tenant being issued for each item of nuisance; where the tenant(s) fail to comply with a written warning, a second written warning will be issued at £60.00 per tenant.
- b) Repeat instances of anti-social behaviour or nuisance will result in possession proceedings for the property being instigated by the Landlord or its Agent.
- c) Where possession proceedings are commenced, the tenant(s) will be liable for such cost as may be incurred by the Landlord or its Agent, which shall include administrative costs at £20.00 per hour or part hour.
- d) Where possession of the property is awarded the tenant(s) agree to pay to the Landlord such rent as may be payable for any unexpired term of the contract.

8. MAINTENANCE OF THE PROPERTY

The Tenant shall:

- a) Keep the interior of the property during the term in a good and clean state of repair, condition and decoration, and make good all damage and breakages to the premises which may occur during the term (fair wear and tear and damage by insured loss excepted unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant or their workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them). The Tenant(s) shall not redecorate the property without the written consent of the Landlord.
- b) Keep all furniture, fixtures and fittings, equipment and effects in the same condition as it was at the start of the Tenancy (reasonable wear and tear and insured risks accepted, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant or their workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them) and repair or replace any such items which may be damaged, destroyed, lost or broken with articles of a similar kind and equal value.
- c) Not damage or injure the premises or make any alteration or addition to the premises.
- d) Not block the drains, gutters and pipes of the premises.
- e) Not lop, top or cut down or damage any trees, shrubs or plants growing upon the premises or alter the general character of the garden and to keep the grounds and garden in good order throughout the Tenancy according to the season of the year
- f) Maintain the windows in the same condition as at the start of the tenancy and where necessary arrange to clean all the windows of the Property both inside and outside at least once in every two calendar months of the Term and at the end of the Term.
- g) Not fix or suffer to be fixed to the exterior or windows of the premises any board, sign, notice, advertisement or poster.
- h) Keep the interior of the Property and the paint, wallpaper and decorations, fireplaces, window fittings, sash cords, glass doors, doors and door furniture in good, clean, and tenantable repair and condition.
- i) Keep all carpets or other flooring supplied in a clean condition.

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- j) Keep the Property well and sufficiently aired and warmed at all times during the Term and to take all such precautions as may be reasonably necessary to prevent water pipes, sinks, WCs, and cisterns within the Property becoming damaged by frost, or the premises to suffer from excess condensation and mildew build up; and in the event of any damage being so caused by the Tenant's failure, to take such precautions to make good such damage at the Tenant's own expense;
- k) Replace all defective tap washers, fuses, light bulbs, batteries and fluorescent tubes as and when necessary.
- l) Not permit to be discharged in the drains any oil, grease, or any deleterious, noxious, objectionable, dangerous or explosive matter.
- m) Not deposit or accumulate any waste, rubbish or refuse in any part of the premises.
- n) Use reasonable endeavours to keep the Property free from pests and vermin, and to advise the Landlord promptly of any infestation of insects, vermin, wet or dry rot, or of any disrepair which if continued might cause further damage to the Property or a danger to any person.
- o) Not permit any waste, spoil or destruction to the property.
- p) Not do anything, permit or omit to do anything upon the Property which shall cause damage to or deterioration of its internal or external surfaces or to the coverings or decorations of those surfaces [save that the Tenant shall be permitted to hang a reasonable number of pictures provided that they are hung using good quality picture hooks, and that at the end of the Term the walls are made good to the reasonable satisfaction of the Landlord].
- q) Not erect any television aerial, satellite dish, or radio mast, or install cable television, without the prior written consent of the Landlord. In the event of consent being given any equipment must be removed at the end of the Term, if required by the Landlord, and any damage to the Property made good at the Tenant's expense.
- r) Not smoke within the Property. If smoking has occurred and damage has been sustained the Tenant(s) shall make good or pay the repair or replacement of (including cleaning) any items (including soft furnishings and decoration) that may be affected by smoking within the Property.

9. **INDEMNITY**

The Tenant shall pay to the Landlord forthwith on demand all costs and expenses incurred or to be incurred by the Landlord as a result of or in connection with any breach of this Tenancy by the Tenant(s) (including any legal or other professional costs) and shall indemnify the Landlord against all losses, claims, damages and demands arising out of or in any way connected with any such breach.

10. **REPAIRS – LANDLORD**

- a) The Tenant(s) undertakes to inform the Landlord or his Agent immediately of any item of disrepair to the property and undertakes not to incur any expenditure on the Landlord's behalf without consent of the Landlord in writing. It is expressly agreed by the Tenant(s) that any expenditure incurred without written authority will not be reimbursed.
- b) In the event of gas, water or electricity becoming unsafe for any reason, the Tenant(s) undertakes to disconnect services at source and immediately notify the Landlord or his Agent.
- c) Under Section 11 of the **LANDLORD AND TENANT ACT 1985** ('1985 Act') the Landlord is responsible for the following:
 - i) To keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes)
 - ii) To keep in repair and proper working order the installations in the dwelling house for the

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supply of water, gas, electricity and sanitation, including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas, electricity and sanitation.

- iii) To keep in repair and proper working order the installations in the dwelling house for space heating and heating water.
 - iv) The Tenant(s) further agrees that the Landlord is only liable to undertake repairs once he has been notified that a repair is necessary, and the Tenant undertakes to send such notification in writing to the Landlord or his Agent at the address contained herein service of documents, or by e-mail to his Agent.
- d) The repairing covenant at clause 10.a) shall not be construed as requiring the Landlord to carry out works or repairs for which the Tenant(s) is liable by virtue of his duty to use the premises in a tenant-like manner, or to keep in repair or maintain anything which the Tenant(s) is entitled to remove from the dwelling house.
- e) The standard of repair reasonably expected from the Landlord in complying with its obligations under clause 10.a) shall be determined with regard to the age, character and prospective life of the dwelling house and the locality in which it is located, pursuant to section 11(3) of the 1985 Act.

11. INSPECTION AND ACCESS

In accordance with Section 11(6) of the **1985 Act** the Tenant(s) hereby agrees to allow the Landlord or any person authorised by him in writing, at all reasonable times of the day, and upon the Landlord giving 24 hours notice, to enter the premises comprised in this Tenancy, for the purpose of viewing it's condition and state of repair. The Tenant(s) also permits the Landlord or his Agent to hold a key for the purposes of emergency or to inspect the property. The Tenant(s) further agrees to allow access to the Landlord's workmen to affect repairs and to provide them with such gas, water and electricity as may be needed by them to undertake the repairs.

12. PETS

The Tenant(s) shall not keep any cat, dog, bird, reptile, or pet of any description without the written consent of the Landlord or his Agent. Where consent is granted, the Tenant(s) agree to pay for any clean, fumigation or repair to the property and any loss as may be incurred by the Landlord as a result of any cleaning, fumigation or repairs necessary as a result of the keeping of a pet.

13. SUB-TENANTS AND GUESTS.

The Tenant(s) shall not, without the Landlord's consent in writing, take in any lodger or paying guest, or assign, sublet, or part with possession of the whole or any part of the premises and where consent is granted to take in any lodger or paying guest, or assign, sublet, or part with possession of the whole or any part of the premises, the tenant shall pay the associated costs of £100.00 (plus VAT).

14. HOUSING BENEFIT

Should the Tenant(s) make a claim for housing benefit or such other equivalent benefit as may be available from time to time, the Tenant(s) shall immediately upon making such a claim advise the Landlord and;

- a) Agree, to the extent possible that all Housing Benefit be paid direct to the Landlord or his Agent.
- b) Notify the Housing Benefit department of the local authority in writing of any change in circumstances that may affect benefit entitlement and send a copy to the Landlord.

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- c) Agree to indemnify the Landlord should the local authority seek to claim an alleged overpayment of housing benefit from the Landlord or his Agent.
- d) Pay any shortfall in rent to the Landlord.

15. CHARGES IN DEFAULT

- a) To the extent permissible by law, the deposit shall be forfeit in its entirety if the Tenant(s) having signed this Tenancy fails to take occupation of the Property and the property is subsequently vacant for at least twenty eight days following the date the Tenants should have taken occupation of the Property. Where the Property is unoccupied for a period of less than twenty eight days, then a proportion of the Deposit which is proportionate to the period of un-occupancy shall be forfeit. Provided always that any reasonable and proper charges incurred by the Landlord or its Agent in procuring new a new tenant at the Property shall also be deductible from the Deposit.
- b) The Tenant(s) shall pay the Landlord, his Agent's and any other professional advisors costs (on an indemnity basis) together with any applicable VAT resulting from the Tenant's failure to adhere to the tenancy terms.
- c) Where the Landlord or his Agent sends to the Tenant(s) a letter concerning any breach of the Tenancy (including rent arrears) the Tenant(s) shall pay the fixed charge of £20.00. Further reminders at seven-day intervals will incur additional charges of £20.00 per letter.
- d) Where the Landlord or his Agent sends to the Tenant(s) a Notice under Section 8 of the Housing Act 1988 (for any breach of the Tenancy) the Tenant(s) shall pay the fixed fee of £35.00
- e) Where the Tenant(s) fails to respond to the above, and as a consequence a home visit by the Landlord or his Agent becomes necessary, the Tenant(s) agrees to pay the fixed charge of £60.00
- f) Where the Property is left in an unclean condition at the end of the Tenancy the Tenant(s) shall pay the Landlords costs of cleaning the same.
- g) The Tenant(s) shall also pay:
 - i) any bank charges, as levied by the bank, together with an administration cost to reflect the time, work and materials incurred by the Landlord or its Agent in procuring actual payment in cleared funds following payments that are not cleared by the Tenants bank and have to be represented or resubmitted;
 - ii) all costs incurred by the Landlord or its Agent (including any professional costs) in the preparation and completion of this agreement such costs calculated on a time spent basis at such rate that is commensurate with the prevailing market rate for the preparation and completion of such an agreement;
 - iii) the cost of checking the Inventory at the commencement of the Tenancy such costs calculated on a time spent basis at such rate that is commensurate with the prevailing market rate for the provision of such services;
 - iv) the checking of the Inventory at the termination of the Tenancy (howsoever the same may be determined) and the preparation of any schedule of dilapidations whether during or at the end of the Tenancy such costs calculated on a time spent basis at such rate that is commensurate with the prevailing market rate for the provision of such services;
 - v) the cost involved in all applications by the Tenant(s) for any consent or approval of the Landlord required by the terms hereof including those incurred in cases where consent is refused or the application is withdrawn, such costs calculated on a time spent basis at such rate that is commensurate with the prevailing market rate for determining such applications having regard to the nature of the application;

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- vi) where the tenants do not attend pre-arranged appointments with the contractor, the full cost of any call out charge made by contractors and submitted to the Landlord or its Agents for payment, together with an administration charge to reflect the time, work and materials incurred by the Landlord or its Agent in making payment and procuring payment from the Tenant under this clause;
- vii) the administration charge of £5.00 for each additional copy of the tenancy agreement requested
- viii) all VAT in respect of all taxable supplies made to the Tenant in connection with this Tenancy on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- h) Every obligation on the Tenant, under or in connection with this Tenancy, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person.
- i) Should the property be vacated in a poor condition, the Tenant(s) shall pay the Landlord or his agent reasonable costs for the organisation and making good of dilapidation, to be calculated on an hourly basis.
- j) The Tenant will pay interest at the Interest Rate on any costs incurred in making good dilapidations at the property, where such costs are not paid when due as a result of arbitration arising pursuant to clause 2.e).

16. THE LANDLORD AGREES WITH THE TENANT(S):

- a) The Tenant(s) paying the rent and performing the obligations and conditions on the part of the Tenant(s) contained in this Tenancy may quietly possess and enjoy the property during the Tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- b) To return to the Tenant(s) any rent payable and in fact paid in advance for any period while the property is rendered uninhabitable or inaccessible by reason of fire or any insured risk (unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant or their workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them) the amount in case of dispute to be settled by arbitration.
- c) To insure the property and keep insured with a reputable insurance company during the period of the Tenancy against loss or damage by fire and such other risks as are normally covered by a comprehensive insurance policy. The Tenant shall not do, or permit to be done in or about the Property, any act or thing which may render void or invalidate the insurance of the Property or otherwise increase the ordinary premium for the insurance.
- d) For the avoidance of doubt, the Landlord's insurance does not cover the Tenant's possessions. The Tenant is responsible for arranging insurance cover for public liability and for personal belongings and effects brought onto the Property.
- e) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant(s) or any occupier of the premises or any person on the premises with the Tenants express or implied permission, or occurring to the said premises or to the fixed chattels or possessions of the Tenant(s) or any such person therein by reason of any defect on the premises or through the neglect, default or misconduct of any Agent or other person employed by the Landlord except to the extent that the legislation prevents these rights being excluded.

17. DEFAULT BY TENANT

- a) The Landlord reserves the right to re-enter the Property if:

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- i) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - ii) the Tenant is declared bankrupt under the Insolvency Act 1986;
 - iii) the Tenant has breached the agreement; or
 - iv) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.
- b) If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant.
- c) If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

18. NOTICES

- a) It is hereby agreed that Section 196 of the **LAW OF PROPERTY ACT 1925** shall apply to the service of any notice by the Landlord upon the Tenant(s). This provides that the notice is deemed served upon the Tenant(s) if it is delivered to the Tenant(s) address herein contained and which is the subject of this Tenancy.
- b) In accordance with Section 48 of the **LANDLORD AND TENANT ACT 1987** the Tenant(s) is hereby notified that any notice (including notices in proceedings) must be served on the Landlord by the Tenant(s) at the following address:

**C/O Fraser Grant Estates Ltd
25/27 Acorn Road
Jesmond
Newcastle upon Tyne
NE2 2DJ**

- c) The Tenant shall immediately give notice to the Landlord:
- i) of any notice the Tenant(s) receives concerning the Property;
 - ii) if any gas, water or electrical installation malfunctions or appears likely to do so;
 - iii) of any damage that may give rise to a claim under the insurance of the Property.

19. AT THE END OF THE TENANCY

The Tenant shall:

- a) permit the Landlord and his Agents upon giving reasonable notice to enter the premises at all reasonable times but by prior appointment to show the premises to prospective tenants or purchasers during the final nine months of the Tenancy hereby created and to permit the Landlord or his Agents to erect a For Sale or To Let board at the premises during this period.
- b) hand over to the Landlord or his Agent on the last day of the Tenancy whether on its expiration or sooner determination, all keys to the property.
- c) yield up the property with all additions (if any) and the effects in good and tenantable repair and condition (reasonable wear and tear accepted) and in a clean state.
- d) pay for the cleaning of all curtains, furniture and floor coverings and such of the effects as have in the opinion of the Landlord become soiled during the Tenancy.

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- e) following vacation of the Property by the Tenant, permit the Landlord acting in good faith to dispose of any items which are left by the Tenant in the property 7 days after the end of the Tenancy, by whatever means the Landlord considers suitable, and agrees to indemnify the Landlord against claims from any third party owners of such property, and also agrees not to make any claim against the Landlord whatsoever for the disposal of such property.
- f) provide the Landlord or his Agent a suitable forwarding addresses or other address for purposes of correspondence or serving of notice.
- g) permit the Landlord and his Agent to pass on their personal information, including contact details, address and telephone numbers, supplied in the course of the tenancy, to any third party that may require them for the purposes of compliance with the tenant's obligations under the terms of the Tenancy.

20. ABANDONMENT

If it comes to the attention of the Landlord that the Property has not been occupied by the Tenant for more than 21 days and the Tenant has not given the Landlord notice in accordance with clause 5.d) and if the Landlord reasonably believes or has reasonable cause to believe that the Tenant has ceased to reside at the Property, the Landlord may treat the Property as being abandoned by the Tenant and re-enter the Property and thereby bring this Tenancy to an end. Such entry by the Landlord will not affect any right or rights the Landlord may have against the Tenant in respect of any subsisting breach by the Tenant of the Tenant's agreements and obligations under this agreement as at the date of the re-entry.

21. GENERAL PROVISIONS

- a) This agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- b) If in whole or in part any term provision or covenant of this Tenancy shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Acts 1988, 1996 and 2004, such decision shall not affect the nature of this Tenancy as a whole or the validity of the remaining terms provisions or covenants of this Tenancy which shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and the year first hereinbefore written.

SIGNED ON BEHALF OF THE LANDLORD

Signed:

In the presence of:

Signature:

Name of witness:

Address of witness: 25-27 Acorn Road, Jesmond, Newcastle upon Tyne, NE2 2DJ

SIGNED BY TENANT(s)

Signed:

Print Name: Date:

In the presence of:

Signature:

Name of witness:

Address of witness:

Initialed by the tenants in acknowledgment of agreement:

IN WITNESS whereof the parties hereto have hereunto set their hands the day and the year first hereinbefore written.

SIGNED BY TENANT(s)

Signed:

Print Name: Date:

In the presence of:

Signature:

Name of witness:

Address of witness:

SIGNED BY TENANT(s)

Signed:

Print Name: Date:

In the presence of:

Signature:

Name of witness:

Address of witness:

Initialed by the tenants in acknowledgment of agreement:

IN WITNESS whereof the parties hereto have hereunto set their hands the day and the year first hereinbefore written.

SIGNED BY TENANT(s)

Signed:

Print Name: Date:

In the presence of:

Signature:

Name of witness:

Address of witness:

SIGNED BY TENANT(s)

Signed:

Print Name: Date:

In the presence of:

Signature:

Name of witness:

Address of witness:

Initialed by the tenants in acknowledgment of agreement:

IN WITNESS whereof the parties hereto have hereunto set their hands the day and the year first hereinbefore written.

SIGNED BY TENANT(s)

Signed:

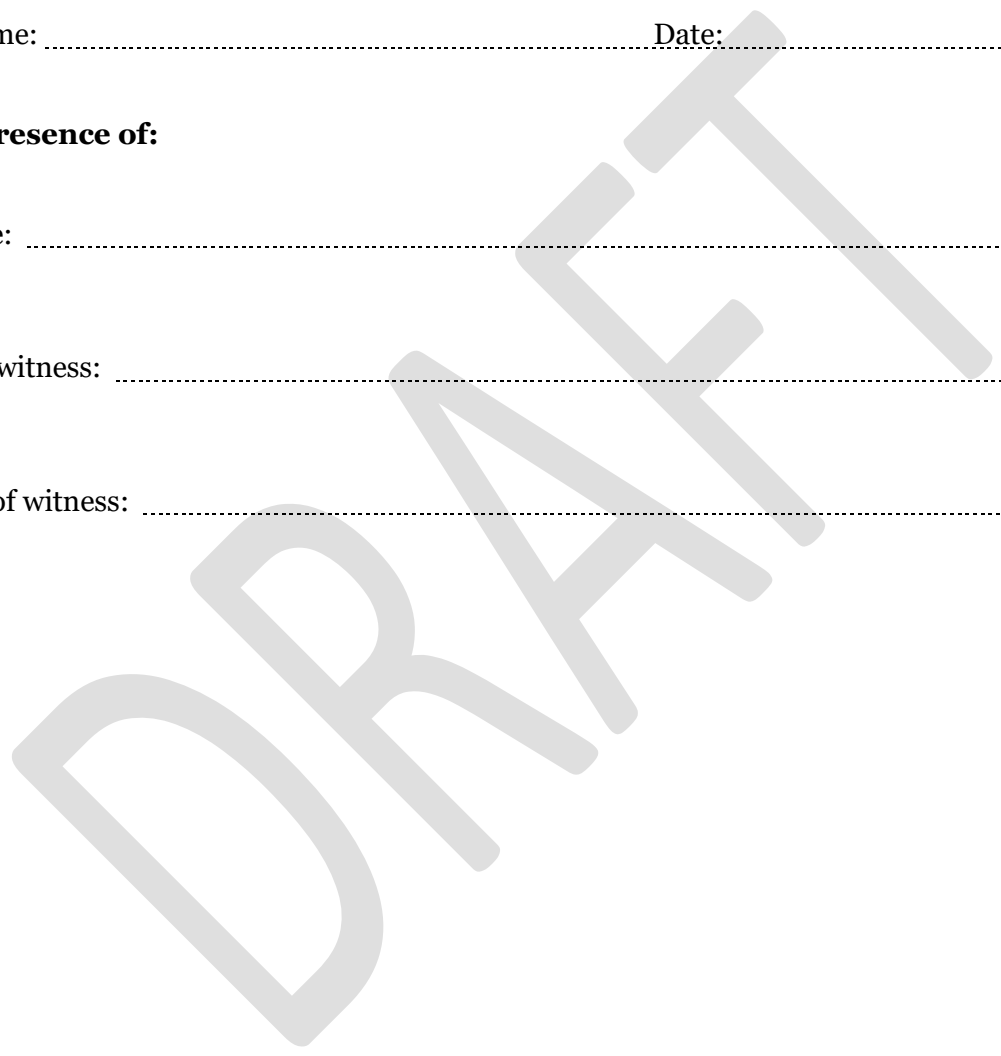
Print Name: Date:

In the presence of:

Signature:

Name of witness:

Address of witness:



Initialed by the tenants in acknowledgment of agreement: