



## 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 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. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.**
- **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 or unfurnished residential 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 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's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.



THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

**Date**

**Landlord's**

**Landlord's Agent**

Byron Property Management Ltd, Regus House, 4 Admiral Way, Doxford International Business Park,, Sunderland, SR3 3XW

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

**Tenant(s)**

Name:  
Address:  
Phone:  
Email:

**Property**

The dwelling known as:

**Contents**

The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

**Term**

For the term of        months commencing on

*This agreement may be executed in any number of counterparts which, taken together, constitute one and the same document. After the end of this period the tenancy will continue as a MONTHLY CONTRACTUAL PERIODIC TENANCY*

**Rent**

£                    per month for the duration of the fixed Term.

The first month's rent in the sum of £                    shall be payable in advance on or before the 7th September 2023.

Full details can be found in the Payment Schedule attached to this document.

**Deposit**

A deposit of £                    is payable on signing this Agreement. It is protected by the following scheme:

The Deposit Protection Service [www.depositprotection.com](http://www.depositprotection.com)



This is an **assured shorthold tenancy agreement** under the Housing Act 1988. It gives you a right to live in the property until the contract is brought to an end in line with the conditions on page 8 , 9 and 10

Byron Property Management Ltd and the landlord of the property reserve the right to increase the rent amount stated above within the fixed term period and once the fixed term period has ended. We will notify you of any changes in writing, giving the appropriate notice period.

Any deposit is held in a tenancy deposit scheme, and details of the scheme are:

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA Telephone: 0330303 0030, Website: [www.depositprotection.com](http://www.depositprotection.com).

The circumstances it may be retained by the landlord are set out in paragraphs **A.1, A.2, A.6, A.14 and A.15** of this agreement.

This information is true to the best of our knowledge and belief. I/we have given the tenant(s) the opportunity to sign this document **at the end** by way of confirmation that the information is accurate to the best of the tenant(s) knowledge and belief. **The tenant will be given separate details of prescribed information and scheme rules which will also form part of this contract.**

In line with section 48 of the Landlord and Tenant Act 1987, you can contact us and serve notices at the address above.

**It is a condition of this agreement that all tenants and occupants possess the Right to Rent prior to the commencement of the Tenancy Agreement and maintain it at all times during the tenancy. The tenant must ensure that it complies with any request by the Landlord or his Agent for follow up checks and the provision of evidence 28 days prior to a time limited Right to Rent expiring as required under s22 of the IMMIGRATION ACT 2014. The tenant acknowledges that should such evidence not be provided within 28 days of the time limited Right to Rent expiring that a report will be made to the Home Office of the tenant's status.**

#### **A.1 Rent and other charges**

1. You must pay the rent in full and on the dates agreed. If you pay the rent late, we can charge you interest at 3% above Bank of England Base Rate per day once the rent is 14 days' late. We will charge you interest until the date we receive full payment. If we receive your rent from someone else, we will consider them to be your agent. We will not create a tenancy with any person who pays rent on your behalf.
2. You do not have to pay rent for any period during which you cannot live in the property. We will work out the amount of rent which you do not have to pay for every day you cannot live in the property. This condition does not apply if: a you cannot live in the property because you or your guests or family did something (or failed to do something) which meant that our insurance policy for the property is no longer valid; and b we have given you notice of the conditions of that policy.
3. You must pay the Council Tax.
4. You must pay for all gas, electricity, water, sewage, phone and other services supplied to the property.
5. You must arrange to receive bills for the taxes and services mentioned in conditions 3 and 4, and you must pay the amounts in full and on time. You agree that you are responsible for the items mentioned in conditions 3 and 4 after the end of this contract, until the tenancy has legally ended.
6. We or our agent may recover any reasonable costs we have to pay for call-outs to the property resulting from changes to the alarm code that we were not told about, or your friends or relatives not knowing the code.
7. We or our agent may recover any reasonable costs we have to pay for call-outs because you have locked yourself out of the property.
8. We or our agent may recover reasonable costs we have to pay if we have to sort out returned keys.
9. You agree to pay for damage caused to alarms or lights at the property due to a lack of electricity supply if you caused the lack of electricity supply.



10. You will be responsible for any reasonable call-out charges if you wrongfully ask for a workman to come to the property, and this is due to incorrect information or against our or our agent's advice. The most you will have to pay is **£52.87**, including VAT.
11. You will have to pay workmen's call-out charges if you fail to keep an appointment. You can avoid these charges if you cancel the appointment at least two hours before the appointment, or tell us or our agent that workmen may go to the property without you being there.

PLEASE REFER TO THE LIST OF ALL FEES PAYABLE TOWARDS THE END OF THIS AGREEMENT

## **A.2 Deposit**

Any interest earned on the deposit will belong to the Deposit Protection Service. We keep the deposit to pay for any of the following which may happen.

1. If you do not pay your rent (although you are not allowed to use the deposit instead of paying rent).
2. If you or your visitors damage the property or the furniture that we have provided.
3. Any reasonable legal or other expenses we have to pay as a result of you not meeting the conditions of this agreement. You may also lose some of the deposit if you leave before the end of the agreement.
4. If you break any condition of this agreement.
5. You agree that we may use the deposit to pay for any unpaid utility bills (gas, water, and electricity) or Council Tax bills at the end of the tenancy.
6. If we have to pay for removing or storing any belongings you leave behind at the end of the tenancy, or clearing any rubbish which you have left. We will give you the deposit back, within 30 days, when you provide paid final accounts for gas, water, electricity, phone and Council Tax, and once we have checked the property. If there is a disagreement, we will deal with this in line with the conditions of the tenancy deposit scheme in which the deposit is held.

## **A.3 Unacceptable behaviour**

1. You must not use or threaten to use violence against a person who is lawfully living in the property.
2. You must not do anything which creates a risk of significant harm to a person who is lawfully living in the property.
3. You must not cause a nuisance to or annoy any person living in, visiting or working in the area around the property. This includes loud music or other noise which can be heard outside the property between 11pm and 9am, or which will annoy anyone at any other time.
4. You must not use or threaten to use the property, or any shared areas that you are entitled to use under this contract, for criminal purposes.
5. Do not put anything into the drains that may block them.
6. Do not have any form of heating other than that we have provided. Paraffin heaters, portable gas heaters, liquid petroleum gas and electric fires, other than those we have provided are not allowed. You can use electric oil-filled radiators. You must not store any petrol or paraffin inside the property.
7. Do not leave the washing machine on when there is no-one in the property.
8. Do not block any flues or ventilators to the property. Extractor fans must be used where provided in the property and the property must be kept suitably ventilated at all times to prevent damage to the property from damp and condensation.
9. Do not put rubbish anywhere other than in the areas provided.
10. Do not allow the gas, water or electricity to become disconnected before the tenancy ends. You must pay for reconnecting these if it was your fault they were disconnected.
11. You must not keep any pet without our permission, in writing. We will not unreasonably withhold our permission, but may grant it with conditions which protect the property and the interests of people living nearby. *If we give you permission, you*



*must keep your pet under proper control and pay an increased monthly rent. The increase will cover potential damage to the property and 2 flea treatments at the end of the tenancy. As we cannot take more than 6 weeks deposit we may need a guarantor. You also agree to pay for flea treatment at the end of the tenancy and a repeat treatment three months later. The second treatment is to deal with larvae which have not yet hatched and will not be killed by the first treatment. This must be paid by you in advance or deducted from your deposit.*

**INSERT TENANTS SIGNATURE HERE**

12. You must not allow or encourage any person who is living in or visiting the property to act in any way mentioned in these conditions.
13. You must not put up posters in the property that can be seen from outside the property or that will cause damage to the property.
14. Not allow tenants, guests or visitors to wear shoes with pointed heels if the property has wooden or wood laminate floors. The tenant will be responsible for any damage caused.
15. To reimburse the Landlord for any excess sum, up to a maximum of £500 payable under the landlord's Buildings and /or Contents policy including any Landlord Fixtures and Fittings for each and any claim on the Landlords policy resulting from any action or inaction on the part of the tenant, his invited guests or visitors , in breach of the Tenancy Agreement.

We will have either a freehold interest or a long lease on the property you are renting. By law, we must perform certain responsibilities, and so must you. You must not:

1. hold any auction on the property;
2. reduce the amount of light that comes into the property; or
3. fix, or allow to be fixed, any sign, notice, advertisement or poster anywhere on the property which can be seen from outside the property or will damage the property.

We will tell you about any other responsibilities we have to perform (and that you also have to perform) at the end of this tenancy agreement.

**A.4 Using the property**

1. You must use the property as your principal private home, and you may not run a business at the property or allow anyone else to do so without our consent. Consent is likely to be with-held if it is likely to give rise to a Business Tenancy to which Part ii Landlord & Tenant Act 1954 applies or if it is likely to cause a nuisance to occupiers of neighbouring properties or significantly increase wear and tear to the property, or breach planning rules s35 and s36 SMALL BUSINESS & EMPLOYMENT ACT 2015 may allow internet businesses, Zoom Training, office workers working from home, financial consultancies, advertising consultancies where limited visitors to the property takes place.
2. You may allow people to live in the property as lodgers if we agree in writing.
3. You may transfer this contract if we agree. The person who you transfer the contract to must be suitable both in terms of their financial situation and their character. If you transfer this contract, any person who has guaranteed your responsibilities under this contract is released from that guarantee after you transfer this contract. We may refuse to transfer if a suitable guarantor cannot be found. You must not transfer this contract within the first three months of your tenancy. We will not unreasonably withhold our permission.
4. You must not allow the property to become overcrowded.
5. If the property is not a licensed house in multiple occupation, you must not allow more people to move in so that the property will need a licence. That could mean as few as three people living in the property who are not related. Your local council can explain local laws. IF THERE IS A BREACH YOU RISK BEING PROSECUTED AND FINED BY THE COUNCIL AS YOU, FOR THE PURPOSES OF THE LEGISLATION, WILL BE THE LANDLORD OF THE EXCESS NUMBER OF OCCUPANTS



6. If as a result of you breaking 4 and 5 of this condition, we or our agent are fined, you must pay us or our agent the amount of those fines and any reasonable legal costs we have to pay.
7. You must use all locks that are fitted to the property and set the burglar alarm (if there is one) when you go out. You must tell us or our agent if you change the burglar alarm code in case we need to enter in an emergency.
8. You must not give a key to anyone other than a person named as a tenant on this contract, a member of your family living at the property, or an authorised lodger. If at the end of the tenancy we believe that we have not received all the keys to the property, you will have to pay our reasonable costs for fitting replacement locks. That is because we have a duty to make sure that future tenants are protected. You must keep the property secure.
9. You must test smoke alarms and CO detectors every month and replace batteries as needed. If the alarm ceases to work you must notify us.

#### 10. E-BIKES and E-SCOOTERS

These are becoming more common and most are safe. However when cheap models are bought or cheap batteries are bought, they may cause a fire.

**WE WILL REFUSE E-SCOOTERS THAT HAVE BEEN BOUGHT**

House rules, if permission is granted and which you agree to

- Landlord to be notified for insurance purposes
- All batteries and chargers to come from approved safe suppliers
- Use the correct charger for the machine
- Batteries not to be modified or tampered with
- Make sure batteries have time to cool before charging
- Make sure the battery is not damaged before charging
- Make sure the battery is kept clean as dust and dirt can cause the battery to overheat
- Do not leave it unattended when charging
- Disconnect when not in use and keep in a battery case or fireproof bag

#### **A.5 Our right to enter the property**

1. We may enter the property at any reasonable time to carry out gas-safety inspections, carry out any other inspection needed by law, or deal with pests.
2. We may enter the property at any reasonable time to inspect the condition or to carry out work or repairs needed to meet our repairing responsibilities.
3. We must give you at least 24 hours' notice in writing before doing this, or asking someone else to do this on our behalf.
4. If there is an emergency and we need to enter the property immediately, we are entitled to enter, or if necessary force entry to, the property without giving you any notice. You may have to pay for any damage done in the process of forcing entry to the property if it was your fault that we needed to force entry.
5. You must tell us about any fault or repair which we are responsible for. If you do not, you may have to pay for any further damage caused as a result of any delay.

#### **A.6 Looking after the property**

You are not responsible for fair wear and tear to the property or to fixtures and fittings, but you must do the following.

1. Take care of the property and any furniture we have provided.
2. Take care of any fixtures and fittings, and take reasonable precautions to prevent freezing pipes.
3. Keep surface drain covers free from leaves and other waste.
4. Arrange to have your chimneys swept every 12 months if you have a coal or log fire.



5. Repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by you or anyone using or visiting the property.
6. Do not damage walls to hang pictures or use Blue-tac or similar;
7. Do not remove any fixtures or fittings from the property without our permission, or bring a water bed into the property.
8. Do not redecorate without our permission. We will not unreasonably withhold our permission as long as the planned scheme is likely to be acceptable to future tenants and is carried out by a skilled person to a professional standard. You must send us samples of wallpapers and paint you plan to use. We will only give our approval in writing.
9. Do not make any improvement or alteration to the property without our permission in writing. We have the right to refuse our permission for any alterations or improvements, or we may attach certain conditions. Any fixtures become our property.
10. Do not spend money on repairs without our permission in writing. You do not have authority to employ workmen on our behalf. If you do, you will have to pay for them unless you were acting reasonably to deal with emergency repairs which we are responsible for.
11. If you have a garden, you must keep it tidy and well maintained, and not remove any trees or plants. You must not lop, top or cut down any trees. You must not alter the general appearance of the garden.
12. You agree to pay for damage to doors and windows if the police break into the property as a result of any criminal activity by you or any person you have invited into the property or who is allowed to live there.
13. You agree to replace all tap-washers, fuses, lightbulbs, fluorescent tubes and smoke-alarm batteries whenever necessary. You agree to test once a month fire alarms, smoke alarms and carbon-monoxide detectors, if there are any and advise the landlord if they do not work.
14. You agree to pay for the treatment needed to get rid of fleas, ants, mice, wasps' nests and other pests, unless you can prove that these are a result of us not meeting our repairing responsibilities or these existed before the start of your tenancy.
15. You agree to allow our workmen to use any gas, water or electricity at the property to carry out their work. If you do not agree to this, you may have to pay the cost of the workmen hiring other equipment.
16. You must disconnect the gas, water or electricity if these are not working correctly. You can usually disconnect the gas and electricity at the meter. The water stopcock is situated (landlord to notify location).
17. In order to comply with the Gas Safety Regulations, it is necessary: that the ventilators provided for this purpose in the Property should not be blocked that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or agent.
18. You must ensure the property is well ventilated and must not cover any air bricks or extractors and ensure that extractor fans are used while using the bathroom and kitchen and for at least 20 minutes afterwards. The tenant is responsible for ensuring all black mould spots arising from condensation within the property, are wiped clean regularly with a suitable cleaning product. Any damage to the property caused by condensation issues will be deducted from the deposit and is the responsibility of the tenant.
19. You must not overload electrical sockets using extension cables etc.
20. You must ensure that any decked areas are cleaned regularly to remove algae to avoid slips and falls.
21. When vacating the property, you must arrange to have the property PROFESSIONALLY CLEANED and you must produce an invoice to show this has been carried out, otherwise a professional clean will be deducted from your deposit.

#### **A.7 Giving us relevant notices about the property**

You must give us the original copies of any notices, orders or similar documents about the property or any nearby land that are addressed to us and delivered to the property. You must do this as soon as possible. This may include, for example, notices under the Party Wall Act 1996 or planning applications. You may send them to our address given on page 1 of this contract.



### **A.8 Leaving the property empty**

Our insurance policy may not be valid if you leave the property empty for more than the number of days outlined in the tenancy agreement. This is usually 28 days, but will be the number of days we tell you in an amendment to this agreement if different. You must tell us or our agent about this in writing.

### **A.9 Our responsibility to repair**

1. We must make sure that there is no category -1 hazard in the property. A category -1 hazard is one which has a score of 1000 points or more on the Housing Health and Safety Rating System. If the property forms part of a building, we must make sure there is no category -1 hazard on the structure or outside of the building or in the shared areas.
2. We must maintain the structure and outside of the property (including drains, gutters and outside pipes), the service installations, and the heating and hot-water systems in the property.
3. Under terms 1 and 2, we will maintain the property to a standard which is reasonable considering the age and character of the property and the period during which the property is likely to be available for people to use as a home 4 We must repair any damage caused by work and repairs we carry out to meet our responsibilities under terms 1 & 2.

### **LANDLORDS OBLIGATIONS**

- To keep in repair the structure of the building and exterior of the property including walls, windows, doors, gutters, downpipes, drains.
- To keep in repair and good working order the installations for gas, water and electricity and sanitation including baths wash basins sinks and sanitary conveniences
- To keep in repair and good working order installations for heating and hot water
- To keep in good working order items on the Inventory unless these have been agreed beforehand that the landlord will not repair or replace
- The landlord has no obligation until notified IN WRITING
- The landlord must not interfere with the tenant's quiet enjoyment of the property We are not responsible for failing to meet terms 1 to 4 above if we do not have rights over other parts of the building to allow us to carry out the work or repairs.

### **The HOMES (FITNESS FOR HUMAN HABITATION) ACT 2018 DOES NOT REQUIRE THE LANDLORD**

- To repair anything caused by the tenant not behaving in a "tenant like manner"
- To re-instate the dwelling in the case of destruction or damage by fire, flood storm or other inevitable accidents
- The landlord does not have to repair anything the tenant can take away
- He does not have to undertake works which would put him in breach of any enactment
- He does not have to carry out works which require consent of a third party and such consent has not been obtained in spite of making reasonable efforts.

### **OTHER LANDLORD OBLIGATIONS**

- Have a comprehensive Insurance Policy in force on the property. This does not cover damage to the tenants goods. The tenant must insure their own belongings.
- Conduct each year a Gas Safety Check and provide the tenant with a copy of the gas safety certificate.
- Every 5 years carry out an ELECTRICAL INSTALLATION CONDITION REPORT
- EVERY 10 YEARS carry out an ENERGY PERFORMANCE CERTIFICATE
- Obtain all consents necessary to let the property
- Comply with the terms of any Head Lease
- Ensure the tenant has quiet enjoyment during the tenancy.
- Ensure any furniture complies with safety legislation.
- Ensure any portable appliances provided are PAT tested





#### **A.10 Limits on our responsibilities to repair – general**

Term 1 above does not give us any responsibility for a category -1 hazard which we cannot remove at reasonable expense. Under terms 1 and 2, we do not have to rebuild or repair the property or any part of it, if it was destroyed or damaged by a 'relevant cause', or to repair anything which you are entitled to remove from the property. Relevant causes are fire, storm and flood or any other accident which could not have been avoided.

We are not responsible for failing to meet terms 1 to 4 above if we do not have rights over other parts of the building to allow us to carry out the work or repairs.

#### **Limits on our responsibility to repair – your fault**

Under term 1, we are not responsible if a category -1 hazard has been caused by a lack of care by you or anyone who is allowed to use the property. Under terms 2 and 3, we do not have to carry out work or repairs if they have been caused by a lack of care by you or anyone who is allowed to use the property. 'Lack of care' means a failure to take proper care of the property or any shared areas you are entitled to use under this contract.

#### **Limits on our responsibility to repair – notice**

We will not have any responsibilities under terms 2 and 3 until we are told about any work or repairs that are necessary. We will meet our responsibilities under these terms if we carry out the necessary work or repairs within a reasonable time after the day on which we are told they are necessary. A new landlord is treated as becoming aware of any works or repairs that are needed on the date of the transfer, but not before.

#### **A.11 Joint tenants**

1. You may, with our permission, make another person a joint tenant under this contract.
2. A joint tenant is entitled to all the rights, and has all the responsibilities, of a tenant under this contract from the day on which they become a joint tenant.
3. A joint tenant may withdraw from this contract by giving us a withdrawal notice in writing. We do not have to accept the notice before the end of the fixed term of this contract.
4. The notice period must be at least one calendar month and the notice must show the date on which the joint tenant wants to end their part of this contract.
5. The joint tenant must give a written notice to the other joint tenant when they give us the withdrawal notice.
6. When the joint contract ends, we will arrange to inspect the property to assess any damage caused by the joint tenant who has left. We will offer a new contract to the remaining tenants and any suitable replacement joint tenants they want to add to the new joint contract.
7. The legal effect of a joint contract is that tenants can be made to pay for any cost arising under this contract either as an individual or together.

#### **A.12 Survivorship**

1. If a joint tenant dies, or is no longer part of this contract for some other reason, the remaining joint tenant will be fully entitled to all the rights and have to meet all the responsibilities under this contract.
2. The joint tenant is not entitled to any right and will not have any responsibility after they end their part of this contract.
3. Nothing in terms 1 and 2 removes any right or responsibility that the joint tenant had before they ended their part of this contract.
4. Terms 1 to 3 do not apply where a joint tenant is no longer part of this contract because their rights and responsibilities under this contract are transferred.



### A.13 Ending the contract

1. We may end this contract by giving you at least two calendar months' notice in writing, in line with section 21 of the Housing Act 1988, that you must give up the property on a date shown on the notice. The notice will be served in line with the conditions of section 196 of the Law of Property Act 1925, which 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 or will be served on you at our office. **It cannot expire before the end of the tenancy. If delivered by Hand, it shall be deemed to have been received that day (if it is served on a business day before 4.30pm) and served the next business day if hand delivered after 4.30pm. If served by first class registered post, recorded delivery or Special delivery it shall be deemed served on the second working day after posting . The notice can be sent by email if the tenant provides an email address and consents to service of notices by email, in which case notices are served the next working day after transmission. The tenant shall provide notice in writing if there are any limitations on the form or size of documents that can be sent by email.**

The tenant consents that the following email address is agreed for service of documents and undertakes to advise the landlord of any change of this email address **TENANTS EMAIL ADDRESS NEEDS ADDING HERE**

2. If you give up possession of the property before the date shown in a notice under term 1, the contract will end on the date given in the notice unless you are leaving earlier in line with the conditions of your termination notice.
3. The notice will not apply if we withdraw it before this contract ends and you do not object.
4. **If the tenant intends to vacate the property at the end of the fixed term, or at any later date, he agrees to give the Landlord or his Agent at least one month's prior notice in writing, to end on the payment due date.** You may give the notice at any time, but it must be sent by first-class registered or recorded delivery or handed to us or our agent during normal office opening times, (depending on point 6 on the next page). **It cannot expire before the end of the tenancy.**
5. If you give up the property on a date earlier than the date shown on the notice, the tenancy will end on the date shown on the notice. Invalid notices are not accepted.
6. Neither notice will apply until it has been legally served on the other side,
7. The notice will not apply if, before this contract ends, you withdraw the notice and we do not object to the withdrawal.
8. At the end of our notice in term 1, we may make a claim to the court to repossess the property.
9. We may end the tenancy before the contract term ends if you break any condition of the tenancy.
10. If you are the only tenant and you die, this contract will end one month after your death or when we receive notice of your death from an authorised person, if this is earlier.
11. Only you, a person authorised by you in writing or your personal representative if you have died can give notice to end your tenancy.

### A.14 When this contract ends

1. You agree to allow us to show future tenants around the property in the last 28 days of the tenancy. We will give you 24 hours' notice in writing if we want to do this. **If you do not do so, and we suffer a loss, it may be claimed against the deposit**
2. You must leave behind anything belonging to us and remove your items and those of anyone staying in the property. **The tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the premises. The landlord will remove and store them and the tenant agrees this will be for a maximum of 14 days from the end of the tenancy. Perishables will be disposed of immediately. The landlord will notify the tenant at the last known address. If the items are not collected within 14 days, the landlord may dispose of the items and the tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or the deposit and if there are any costs remaining, they will be the tenant's liability.**

**INSERT TENANTS SIGNATURE HERE**



3. No one else must be living in the property when you leave. Your tenancy will continue (as will your responsibility to pay standing charges for gas, water and electricity and for Council Tax) if you do not leave the property empty. You agree to pay our reasonable legal costs if we have to go to court to repossess the property from someone you have allowed to stay in the property after you have left.
4. You agree to us getting rid of anything that you leave behind at the end of the tenancy and you agree to pay our reasonable costs. You agree to pay us for any damages we may have to pay to someone whose belongings we get rid of in line with condition 2.
4. If you moved any of our furniture during the tenancy, you must return it to where it was at the start of this contract.
6. You must return to us all the keys to the property (including any extra keys that have been cut).
7. You must make sure the property is in the same clean condition that it was in when the tenancy started (depending on fair wear and tear). You will not be allowed extra time after the end of the tenancy to return to clean it. If we used a professional cleaning contractor before your tenancy began, you agree to pay the costs of professional cleaning at the end of the tenancy. You must clean inside the windows. You agree to pay for all carpets that have been damaged during your tenancy to be cleaned.
8. We will return any deposit to you which we are not holding to cover any damage, within 10 days of you providing paid final accounts for gas, water, electricity, phone and Council Tax. This will tell us the details of the current suppliers and to help us to protect the property from negative credit rating, if you do not pay your bills. If you want us to post the cheque to you, you will need to give us your new address.
9. You agree that we can send details about the way you have managed this tenancy to any future landlord, and to other agents and landlords, and to the 'bad tenant' databases if you have not managed your tenancy properly. You agree that we can pass details we have about you to any of your creditors (people you owe money to) who may make an enquiry about you.

#### **A.15 Forfeiture clause**

A court may order you to leave the property before the end of the contract if any of the following happens.

1. You have not paid rent for more than 14 days after it is legally due.
2. You or your representative provided references which were false or misleading.
3. You break any condition of this contract.
4. You leave the property empty for more than 28 days (without our permission) or it seems that you have abandoned the property.
5. You become bankrupt, your belongings are seized by bailiffs, or you enter a voluntary arrangement with the people you owe money to.
6. If you cease to have the Right to Rent.
7. If any of these things happen, we have the right to enter the property after the bailiffs evict you following a court order for possession. We will start this process by sending you a notice in line with the procedure set out in section 8 of the Housing Act 1988. We may only enter the property and take possession if a court order allows us to do this.

#### **A.16 Other charges you may have to pay**

##### **DEFAULT FEES**

1. Where rent is unpaid 14 days after it is due, interest at Bank of England Base rate plus 3% will be charged. You can be charged the cost the landlord has to pay his lender if a mortgage payment is missed.

LOST KEYS: We are not legally obliged to assist if you lose your keys. The cost of employing a locksmith and fitting new locks is down to you. However, if we decide to help, the cost would be a DEFAULT FEE under the Tenant Fees Act and we will charge



our actual costs and provide proof. You will be offered the service and given details of the cost before the service is provided. You remain of course free to use your own locksmith but must provide a key to us. If the key is a Security key and our staff have to go to the locksmith to buy it, we will charge up to £15 an hour plus the cost of the key. This is permitted under the Guidance to the Tenant Fees Act. **If you break any conditions of this agreement – this will be claimed as damages and is not a DEFAULT FEE**

### **DAMAGES FOR BREACH OF CONTRACT**

We may have to pay costs if you do not keep to the conditions of this contract. The law allows us to recover our reasonable costs from you. The costs you will have to pay are as follows.

1. If (other than by using a solicitor) we send you a Section 8 Housing Act 1988 notice because you have broken this agreement, you must pay our reasonable costs of not more than £35, including VAT. We will not charge you for any covering letter. (The guidance prevents charging for a letter and does not mention s8)
2. If your Bank returns a cheque, standing order or direct debit unpaid, you must pay our reasonable costs of not more than £35 inc vat. That is because, as a result of your breach, we have to amend our records, email the landlord and email you and any guarantor, which takes time.
3. If we have a genuine reason to believe that you have abandoned the property and we have to visit the property and speak to neighbours and authorities, you agree to pay our reasonable costs of not more than £50, including VAT. You can avoid that by keeping in contact.
4. Damage to the property caused by tenant neglect or neglect of persons invited to the property by the tenant you agree to pay the bill from the workman plus up to £50 admin costs for our time in arranging these matters.
5. Failure to keep appointments such as Gas Safety Inspections, property inspections, repairs, which had been previously agreed to, you agree to pay an admin charge up to £50 inc vat, plus any charges workmen may charge for an abortive visit. You can avoid this by making contact. We will claim these as damages and not as DEFAULT FEES. If you leave without giving notice you must pay rent for the period you should have given notice. This will be claimed against the deposit if possible.
6. Leaving early is a breach of the tenancy and you agree to pay 1/12th the cost of Letting Agents fees for each month left on the fixed term tenancy, plus rent due until a suitable new tenant moves in, plus £245 for the cost of advertising for new tenants, showing them around the property, conducting credit and Right to Rent checks, preparing a new AST and protecting a new deposit and arranging a new Inventory.
7. Where rent has been overpaid during the tenancy and we incur administration costs in dealing with its calculation and repayment a fee of £25 will be charged. This would be a breach of the terms of the tenancy as the amount of rent to be paid is explained in the contract
8. If you lose your copy of the Tenancy Agreement we will provide a copy for £6 inc vat
9. You will be responsible for any reasonable call-out charges if you wrongfully ask for a workman to come to the property, and this is due to incorrect information or against our or our agent's advice. The most you will have to pay is the workman's invoice.
10. You will pay our reasonable legal costs as ordered by the court if we have to evict you for rent arrears. We will claim against the above from your deposit or via the small claims court. We will not make a claim without fully proving our actual losses.
11. If we have a genuine reason to believe that you have abandoned the property and we need to visit the property to inspect it and talk to neighbours and authorities, you agree to pay our reasonable costs not exceeding £50. You can avoid that by answering our emails and letters. This would be a breach of the tenancy as you are legally required to use the property as your principal home. If you abandon the property, we have a duty to protect the landlords' interests and make sure there are no squatters, that the landlord's insurance is not compromised, and any claim would be by way of damages. This is strictly a Non-Smoking Tenancy, smoking not permitted inside the property by tenants or guests/visitors

### **A.17 Insurance**

We agree to insure the property with a reliable insurance company, and keep it insured during the period of this contract and any time you continue to be a tenant. The risks that will be covered are those normally found in a comprehensive insurance policy.



We will not insure your belongings. We will only accept responsibility for your belongings if the damage or loss is caused by something we have done. You should make enquiries yourself about insuring your belongings.

If we make a claim under our insurance policy and we have to pay the first part (known as the 'excess') you agree to repay the excess if the claim was as a result of you or someone you had invited into the property failing to act reasonably.

#### **A.18 Gas-safety certificate.**

We will have a landlord gas-safety certificate at the start of this contract, and will have it renewed every year by a GAS-SAFE registered gas fitter. You agree to allow our workmen into your property to do this.

#### **A.19 Other conditions**

1. 1 If any condition of this contract cannot be enforced or is found to be unfair, it does not affect the other conditions of the contract. Only the condition that is affected no longer applies.
2. References to 'you' also mean all joint tenants who have signed this agreement, and the guarantor if there is one. The responsibility is 'joint and several,' which means that one or all of the people named can be asked to repair any damage or cover any loss we have suffered.
3. RIGHT TO RENT CHECKS - Landlords must undertake RIGHT TO RENT CHECKS on all occupiers over the age of 18, and these will be followed up every 12 months after that when any tenant does not have a permanent right to reside.  
The next date for a RIGHT TO RENT CHECK will be **INSERT DATE HERE**  
FAILURE TO FACILITATE THIS CHECK WILL MEAN THE MATTER BEING REPORTED TO THE HOME OFFICE.

#### **A.20 Other acts of parliament.**

No-one else will benefit from this contract as allowed by the Contracts (Rights of Third Parties) Act 1999. The Consumer Protection (Distance Selling) Regulations 2000 do not apply to this agreement. In order to comply with the requirements of the Party Wall Act 1996 you agree to permit the owner of neighbouring premises or their authorized workmen or their professional advisors, access to the landlords property in order to carry out any work required to the property or the neighbouring premises.



### **DATA PROTECTION AND CONFIDENTIALITY**

Letting agents may share details about the performance of obligations under this tenancy agreement by the Landlord and Tenant and past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes, and rental decisions, with utility and water companies, local authority Council Tax and Housing Benefit Departments, mortgage lenders to help prevent dishonesty for administrative and accounting purposes, or for occasional debt chasing and fraud prevention. The tenant consents to the Landlord or his agent advising the council and service suppliers of the tenant's responsibility and for the council and service suppliers to advise the landlord or his agent of any details of the account at the end of the tenancy. The tenant agrees that contact details for the tenant(s) may be passed to contractors for the purposes of arranging mutually convenient appointments required by law for the safety of the tenant.

Please read the **PRIVACY NOTICE** on our website to see how we gather, handle store and process data. The Notice also advises your rights in connection with these matters.

### **Special Conditions**

**By signing this agreement you agree to us providing you with documents and notices by email as well as**

**Post**

**Signed by the Landlord's Agent:**

**Byron Property Management Ltd**

**Signed by the Tenant(s):**