



Your Tenancy Agreement

TENANCY AGREEMENT

for letting a furnished dwelling-house on an assured shorthold tenancy under Part I of the Housing Act 1988

DATE []

PARTIES

1. THE Landlords
Richard Sutton and Sarah Ramsden
[]
2. THE Tenant
[]

PROPERTY The dwelling-house at 72 Elspeth Road, London SW11 1DS together with the Fixtures, Fittings, Furniture and Effects in the Property listed in the Inventory signed by the parties

TERM A fixed term of 1 (one) year from []

RENT £ [] per month

PAYABLE in advance by equal monthly payments on the 11th (eleventh) day of each month, the Rent Due Date, by standing order to [], subject to change by 1 (one) month's written notice by the Landlords

FIRST PAYMENT to be made on []

DEPOSIT £ [] equal to 1 (one) month's rent due on the date of this Agreement

INVENTORY to be prepared by the Landlord or representative detailing the state of repair and condition of the Property and the Fixtures, Furniture and Effects therein, such Inventory to be signed by the Landlord and the Tenant pursuant to the terms of this Agreement.

1. IT IS HEREBY AGREED THAT

- (1) The Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above
- (2) The Landlord includes the Persons for the time being entitled in reversion expectant on the determination of the Tenancy and includes the successors to the original landlord
- (3) The Tenant includes whenever there is more than one Tenant all Tenants and all covenants and obligations can be enforced against all of the Tenants jointly and against each individually
- (4) References to the Property include references to any part or parts of the Property and to the Fixtures, Fittings, Furniture and Effects or any of them
- (5) This Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.

2. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

- (1) To pay the rent and deposit as set out above without any deductions or abatement whatsoever
- (2) To pay interest at the rate of 4% (four percent) above the Bank of England Base Rate from time to time in force upon any Rent outstanding such Interest to be payable from the date the Rent fell due and may be deducted from the Deposit at the Landlord's sole discretion
- (3) That the Tenant shall not be entitled to any interest earned on the Deposit whilst held by the Landlord
- (4)
 - (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
 - (b) To pay the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property
- (5) To arrange forthwith with the relevant authorities for all accounts in respect of all gas, electricity, water, sewerage, Council Tax, telephone and television and broadcasting licence and any other such services supplied to the Property to be addressed to the Tenant in his own name

- (6) To pay for all, gas, electricity, water, sewerage and other such services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property and television and broadcasting licence during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include the standard charges or other similar charges and VAT as well as charges for actual consumption. The Tenant will not allow any of the said services to be disconnected, altered or removed and shall ensure the said services are operating throughout the Term
- (7) Subject to clause 5(2) to keep the drains, gutters and pipes of the Property clear. This means that if the tenancy is of a dwelling-house for a term of less than seven years and section 11 of the Landlord and Tenant Act 1985, referred to in clause 5(2), applies, the landlord has to do any clearance work required in order to keep the drains, gutters and pipes in repair, but does not have to do any small jobs which a reasonable tenant would do
- (8) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement and by law) and to replace if necessary any items of Fixtures, Furniture and Effects which have been damaged or destroyed. This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy
- (9) To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair, if the Landlord has given 24 (twenty-four) hours' written notice beforehand
- (10) To use the Property as a private dwelling-house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
- (11) Not to keep or allow to be kept on the Property any animal, reptile or bird without the consent in writing of the Landlord which may at any time be withdrawn
- (12) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire or whereby any insurance of the Property may become void or voidable or where the rate of premium for any such insurance may be increased
- (13) To insure the Tenants own personal belongings and to maintain cover during the Term
- (14) Not to alter or 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 and if any additional keys are made, to deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the Term and in the event that such keys have been lost to pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belonged

- (15) Not to carry out any redecoration of the Property or any part thereof without the previous consent in writing of the Landlord and in case of any breach the Tenant shall be responsible for the entire cost of redecoration
- (16) Not to do or allow anyone else to do anything on the Property which may be a nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining premises and to advise such tenants or occupiers at least 2 (two) weeks in advance of any such nuisance or annoyance
- (17) To keep the garden forming part of the Property properly cultivated and free from weeds and in a neat and tidy condition and not to cut down or remove any tree, shrubs or plants
- (18) To pay for adequate professional cleaning of communal areas of the Property at least once a week, the provision of which to be arranged by the Landlord
- (19)
 - (a) During the first 3 (three) months of the tenancy not to assign or sublet the Property and not to part with possession of it in any other way
 - (b) Thereafter not to assign, sublet or part with possession of the Property in any way without the consent of the Landlord, that consent not to be unreasonably withheld
- (20) To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within 7 (seven) days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
- (21) Not to leave the property vacant or unoccupied for a period in excess of 21 (twenty-one) consecutive days without giving reasonable prior written notice to the Landlord of the intention to do so and obtaining a written acknowledgement from the Landlord and to indemnify the Landlord from and against any uninsured loss or damage resulting from the Property not being occupied
- (22) To ensure the Property is properly secured using all devices supplied by the Landlord when unoccupied
- (23) To fully indemnify the Landlord upon demand in respect of any insurance premium excess payable by the Landlord as a result of any burglary occasioned at the property
- (24) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement
- (25) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning

- (26) To remove all property and belongings at the expiration or sooner determination of the Term, damages at a rate equal to the Rent to be paid to the Landlord for any such property or belongings remaining after the expiration or sooner determination of the Term until such a time as they have been removed and to pay the Landlord any additional expense incurred
- (27) To hand over to the Landlord by 12 noon on the last day of the Term (whether on expiration or sooner determination) all keys to the Property
- (28) That the Deposit shall not be returned to the Tenant until the Tenant has satisfied the Landlord that all closing accounts for the services referred to in clause 2(5) have been discharged
- (29) During the last 28 (twenty-eight) days of the tenancy to allow the Landlord or the landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day, if the Landlord has given 24 (twenty-four) hours' written notice beforehand
- (30) To pay for the cleaning of all carpets, furniture covers and curtains which shall have been soiled during the Term and to permit the Landlord to deduct from the Deposit such sum as is reasonably incurred by the Landlord for the cleaning of the Property at the end or sooner determination of the Term.

3. PROVISIO

If the Tenant

- (1) is at least 14 (fourteen) days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or
- (2) has broken any of the terms of this Agreement

then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

4. LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:

- (1) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
 - (a) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise;
 - (b) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any part of the terms of this Agreement

- (2) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay
- (3) The Landlord shall not be liable or responsible in any way for any injury or damage suffered by the Tenant or to the Tenant's belongings or any occupier of the Property or any person being a servant of the Tenant or being on the Property with his express or implied permission or occurring to the Property or to the fixtures chattels or property of the Tenant or of any such person therein by reason of any defect on the Property or through the neglect default or misconduct of any agent or servant employed by the Landlord
- (4) The Landlord shall be entitled to assume that any person other than the Tenant who pays the Rent or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant.

5. GENERAL

- (1) If the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted in arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen
- (2) If section 11 of the Landlord and Tenant Act 1985 applies to the tenancy, the Tenant's obligations are subject to the effect of that section.

6. TERMINATION

The Agreement may be terminated by

- (1) The Landlord by giving 1 (one) months notice to the Tenant not expiring earlier than 1 (one) month after the commencement of this Agreement. Such notice to take effect on the Rent Due Date following service
- (2) The Tenant by giving 1 (one) months notice to the Landlord not expiring earlier than 1 (one) month after the commencement date of this Agreement. Such notice to take effect on the Rent Due Date following service.

AS WITNESS the hands of the parties on the date specified above

SIGNED by the Landlord (Signature)

Richard Sutton

..... (Signature)

Sarah Ramsden

In the presence of (Signature)

..... (Name)

..... (Address)

SIGNED by the Tenant (Signature)

[]

In the presence of (Signature)

..... (Name)

..... (Address)

This is a legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of landlord and tenant.

IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY, A SOLICITOR, A CITIZENS ADVICE BUREAU OR A HOUSING ADVICE CENTRE.

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988.