

Document title: Assured shorthold tenancy agreement.

DATED

2/1/2022

Assured shorthold tenancy agreement

relating to

Flat 1 / 106 Rodney Street Birkenhead CH41 2SB

among

The Landlord

and

The Tenant

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This agreement is dated 2/1/2022

Parties

- (1) Michael John Traynor of Waterloo Buildings, 21-23 Bridge Street, Wirral, CH41 1AS (Landlord)
- (2) Peter Jones (Tenant)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Tenant since: 11th June 2018

First Rent Payment Date: 18th June 2018 for this AST 28th January 2022

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.

Interested Persons: means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents.

LTA 1985: Landlord and Tenant Act 1985.

Property: Flat 1 / 106 Rodney Street. Birkenhead. CH41 2SB

Rent: £425.00 per month. £98 per week.

Rent Payment Dates: the 28th day of each month.

Scheme Administrator: administrator of either a custodial or insurance TDS.

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Tenancy: the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Term: a term from 3rd January 2022 to 3rd January 2023.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 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.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.

1.14 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 shall be liable for all sums due under the agreement, not just liable for a proportionate part.

1.15 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. Grant of the Tenancy

2.1 The Landlord lets the Property to the Tenant for the Term.

2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. Rent

3.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.

3.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.

3.3 The Tenant shall pay interest at the rate of 4% per annum above Barclay's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.

3.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

3.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

4. Deposit

4.1 The Landlord acknowledges receipt of the Deposit from the Tenant.

4.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

- (a) make good any damage to the Property (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property;
- (b) pay any Rent which remains unpaid; and
- (c) pay for the Property to be cleaned if the Tenant is in breach of its obligations under clause 8.1.

5. TDS arrangements

- 5.1 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 5.2 The Landlord shall provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 5.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.
- 5.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Landlord, as defined in section 213(10) of the HA 2004.
- 5.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 4.
- 5.6 The Landlord shall inform the Scheme Administrator within ten Working Days of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.

6. Use of Property

- 6.1 The Tenant shall:
 - (a) only use the Property as a private dwelling house;
 - (b) immediately notify the Landlord if the immigration status of the Tenant changes; and
 - (c) not permit anyone to occupy the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 6.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 6.3 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

- 6.4 The Tenant shall not do anything to or on the Property that:
- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - (b) involves using the Property for immoral or illegal purposes; or
 - (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 10.2. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements.
- 6.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 7. Assignment or subletting**
- The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 8. Repairs and alterations**
- 8.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).
- 8.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 8.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 8.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
- 8.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 10.5.
- 8.6 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld).

9. Utilities and outgoings

- 9.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.
- 9.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 9.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 9.4 The Tenant shall pay for a television licence for the Property if a licence is required.
- 9.5 The Tenant shall pay the council tax. If the Tenant is exempt from paying council tax the Tenant needs to provide a copy of their Council Tax Exemption Certificate (CTEC) to the Landlord or the Landlords Agent prior to the Tenant's occupation of the Property. Failure to provide a valid CTEC or confirmation of full time student status (if applicable) may result in termination of this agreement and forfeiture of the Deposit. If a Tenant has gained access without providing the CTEC they will be liable for payment of council tax for the Property.
- 9.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10. Landlord's covenants**
- 10.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 10.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.
- 10.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 10.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 10.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

10.6 The Landlord shall not be required to:

- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

11. Default by the Tenant

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

- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
- (c) the Tenant has breached the agreement; or
- (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 11.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

11.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.

11.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

12. Landlord's right to enter the Property and to display signs

- 12.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:
- (a) to inspect the condition and state of repair of the Property;
 - (b) to carry out the Landlord's obligations under this agreement;
 - (c) to take gas, electricity or water meter readings;
 - (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
 - (e) to show prospective tenants or purchasers around the Property.
- 12.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).
- 12.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

13. Expiry of the Tenancy

- 13.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.
- 13.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise under section 5(2) of the Housing Act 1988 on a weekly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one week's notice in writing. The notice must end on the day before the rent is due.
- 13.3 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired;
 - (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this agreement.
- 13.4 The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the

person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.

- 13.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant shall be responsible for meeting all reasonable removal and storage charges. The Landlord shall remove and store the possessions for a maximum of one month. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant shall be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

14. Notices

- 14.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Landlord's address given in clause 14.4;
 - (b) left at the Landlord's address given in clause 14.4; or
 - (c) sent to the Landlord's fax number or email address stated in the Parties clause.
- 14.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Property;
 - (b) left at the Property; or
 - (c) sent to the Tenant's fax number or email address stated in the Parties clause.
- 14.3 If a notice is given in accordance with clause 14.1, or clause 14.2 , it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by first-class post, on the second Working Day after posting;
 - (c) if sent by fax, at 9.00 am on the next Working Day after transmission; or
 - (d) if sent by email, at 9.00 am on the next Working Day after sending.
- 14.4 The Landlord's address for service is Waterloo Buildings, 21-23 Bridge Street, Wirral, CH41 1AS.

15. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Michael John
Traynor



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Signed by Peter Jones



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