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**AGREEMENT**  
for letting an unfurnished dwellinghouse  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988 (as amended 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

**DATE:** 11<sup>th</sup> February 2004

**PARTIES: 1. THE Landlord**  
MacMaster Properties Ltd  
Exchange House  
80 Balls Road  
Oxton  
Wirral, CH43 1US

**2. THE Tenant**  
Mr Andrew Mannouch  
Flat 4, 2 Columbia Rd  
Oxton, Wirral  
CH43 6TU

**3. THE Guarantor (if any) Shared / Joint**

**PROPERTY** The dwelling-house situated at and being:

**FLAT 1, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

TOGETHER WITH THE FURNITURE, FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months/year(s) from 16<sup>TH</sup> FEBRUARY 2004

**RENT** £ 70.00 per week +(subject nevertheless as hereinafter provided )

+The period mentioned here will form the basis of any subsequent periodic tenancy.

**PAYABLE** [in advance] by equal four weekly/12 equal monthly payments

**FIRST** payment to be made on the 16<sup>TH</sup> day of February next

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

**1. THE Landlord** lets and the Tenant takes the Property for the Term at the Rent payable as above.

**2. THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves notice under paragraph 2 of Schedule to that Act.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

**3. IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

**4. THE Tenant** agrees with the Landlord -

- (2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
- (b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.
- (3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy ( for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)
- (4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.
- (5) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.
- (6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, door handles, door locks, window locks and cooker handles as and when necessary.
- (7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) **LANDLORD AND TENANT ACT 1985.**
- (8) The Tenant 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 at the address contained herein for the service of documents.
- (9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.
- (10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and ' The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.
- (11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.
- (12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done

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- 13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.
  - 14) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.
  - 15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.
  - 16) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.
  - 17) To pay the Landlord upon the signing here of a Deposit of £..... to be held by the Landlord against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration and for any legal proceedings which may be commenced by the Landlord against the Tenant.
  - 18) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months notice.
  - 19) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail.
  - 20) If, as a Tenant, you are entitled to Housing Benefit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then a) Agree that all Housing Benefit be paid direct to the Landlord. b) Notify the Housing Benefit Department in writing of any change in circumstance which may affect Benefit entitlement and send a copy to the Landlord. c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord. d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments. e) Respond to correspondence/queries or visits required from the Housing Verification Department, as and when required.
  - 21) With seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.
  - 22) To pay all fees, expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.
  - 23) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.
  - 24) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-
  - 25) Not to change, alter 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 any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord. The

- (26) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord
- (27) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy.
- (28) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.
- (29) Not to remove any of the said furniture, fixtures and effects from the premises.
- (30) **Tenants to insure** their own personal possessions and furniture as these are not covered by the Landlord's building policy.
- (31) British Telecom/Cable telephone lines must be taken over by in-coming Tenants. The Landlord must be advised of the telephone number.
- (32) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.
- (33) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.
- (34) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.
- (35) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month's notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.
- (36) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.
- (37) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.
- (38) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri - 9am to 5.00pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out.
- (39) All business relating to your Tenancy can be conducted on the following telephone number: (0151) 653-5949.
- (40) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under



- (41) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may Reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.
- (42) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter.
- (43) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (44) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or its fixtures, fittings and furnishings, during the period of occupation by the Tenant. This will apply to all internal decorations.
- (45) The permission of the Landlord must be given in writing before a Cable telephone can be installed.
- (46) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (47) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.
- (48) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (49) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. The Landlord will not be liable to provide a replacement. The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (50) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (51) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (52) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to

(53) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:**

The Tenant owes 2 months rent.

**2 WEEKS NOTICE TO QUIT**

**GROUND 11:**

The Tenant is persistently late in paying his/her rent.

**2 WEEKS NOTICE TO QUIT**

**GROUND 13:**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**2 WEEKS NOTICE TO QUIT**

**GROUND 14:**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

**IMMEDIATE NOTICE TO QUIT**

(54) Notice will be served by the Landlord in accordance with The Law of Property Act 1925 S196(5), which allows notice to be sufficiently served if left at the property.

**FORFEITURE CLAUSE:**                      **PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due ( whether legally demanded or not ) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation

The Landlord shall be entitled to re-enter on the property ( subject always to any statutory restriction on his power to do so ) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**THE GUARANTOR: ( If any ) AGREES WITH THE LANDLORD:** A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities , costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith.

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

6a I, the tenant authorise the Housing Benefit Office to divulge any information requested by my landlord his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be made direct to my landlord.

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the Property includes references to any part or parts of the Property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

# This must be an address in England and Wales.

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

AS WITNESS to the hands of the parties hereto the day and year first above written

SIGNED by the above named (the Landlord) in the presence of

LINDA J. MACMASTER

*[Handwritten signature of Linda J. Macmaster]*

SIGNED by the above named (the Tenant) in the presence of

ANDREW MANNOUCH

*[Handwritten signature of Andrew Mannouch]*

SIGNED by the above named (the Guarantor) in the presence of

*[Handwritten signature of the Guarantor]*



**AGREEMENT**

for letting an unfurnished dwellinghouse  
on an assured shorthold tenancy

under Part I of the Housing Act 1988 (as amended 1996)

**DATE:** 21<sup>ST</sup> JULY 2015.

**PARTIES: 1.**

**THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Oxton  
Wirral, CH43 1US

**2. THE Tenant**  
Anthony Loughlin  
64 Moorland Road  
Rock Ferry, CH42 5NX

**3. THE Guarantor (if any) Shared / Joint**  
Anthony Mottram  
31 Hampden Road  
Tranmere

**PROPERTY** The dwelling-house situated at and being:  
**FLAT 2, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months/year(s) From 27<sup>TH</sup> JULY 2015.

**RENT** £281.66 per calendar month+(subject nevertheless as hereinafter provided )

+The period mentioned  
here will form the basis  
of any subsequent  
periodic tenancy.

**PAYABLE** [in advance] by 12 equal monthly payments

**FIRST** payment to be made on the 27<sup>TH</sup> day of **THE** next, then on the first day of each  
calendar Month thereafter.

**GUARANTOR-** is a person who pledges that they will honour all the obligations of  
the tenant (terms and conditions herein) to include the payment of the "whole" rent if  
the tenant defaults on his/her financial obligations to the landlord. The guarantor  
must be made aware that he/she will be taking on a serious financial liability to  
include any legal proceedings that may be enforced as signatory of this agreement.

1. **THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
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**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

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4. **THE** Tenant agrees with the Landlord -

(1) To pay the Rent at the times and in the manner aforesaid.

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

- (2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
- (b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.
- (3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy ( for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)
- (4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.
- (5) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.
- (6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.
- (7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) **LANDLORD AND TENANT ACT 1985**.
- (8) The Tenant 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 at the address contained herein for the service of documents.
- (9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.
- (10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and ' The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.
- (11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.
- (12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.
- (13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.
- (14) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.



(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £..... which will then be deposited by the Landlord into The Tenancy Deposit Scheme on cheque no BOOK 17, 524  
This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon Signing here you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then a) Agree that all Housing Benefit be paid direct to the Landlord. b) Notify the Housing Benefit Department in writing of any change in circumstance which may affect Benefit entitlement and send a copy to the Landlord. c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord. d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments. e) Respond to correspondence/queries or visits required from the Housing Verification Department, as and when required.

(22) With seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To pay all fees, expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

(24) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.

- (25) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-
- (26) Not to change, alter 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 any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy. Not, without the written consent of the Landlord, to make available a key to any other person.
- (27) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord
- (28) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy.
- (29) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.
- (30) Not to remove any of the said furniture, fixtures and effects from the premises.
- (31) **Tenants to insure** their own personal possessions and furniture as these are not covered by the Landlord's building policy.
- (32) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.
- (33) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.
- (34) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.
- (35) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month's notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.
- (36) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.
- (37) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.
- (38) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri - 9am to 5.00pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out. All business relating to your Tenancy can be conducted on the following telephone number:  

(0151) 653-5949
- (39) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.
- (40) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.



- (41) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter.
- (42) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or its fixtures, fittings and furnishings, during the period of occupation by the Tenant. **This will also apply to all internal decorations, that must be the same on vacation as when the Tenant moved into the property.**
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. The Landlord will not be liable to provide a replacement. The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.
- (51) Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- (52) In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.

(53) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:**

**2 WEEKS NOTICE TO QUIT**

The Tenant owes 2 months rent.

**GROUND 11:**

**2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:**

**2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:**

**IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

(54) Notice will be served by the Landlord in accordance with The Law of Property Act 1925 S196(5), which allows notice to be sufficiently served if left at the property.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due ( whether legally demanded or not ) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation

The Landlord shall be entitled to re-enter on the property ( subject always to any statutory restriction on his power to do so ) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**THE GUARANTOR: ( If any ) AGREES WITH THE LANDLORD:** A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities , costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

6a I, the tenant authorise the Housing Benefit Office to divulge any information requested by my landlord his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be made direct to my landlord.

SIGNATURE OF TENANT

*Anthony Loughlin*

6b I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.

SIGNATURE OF TENANT

*Anthony Loughlin*

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the Property includes references to any part or parts of the Property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

# This must be an address in England and Wales.

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

AS WITNESS to the hands of the parties hereto the day and year first above written

SIGNED by the above named ) LINDA J. MACMASTER  
(the Landlord) )  
in the presence of )

*L J MacMaster*

SIGNED by the above named ) ANTHONY LOUGHLIN  
(the Tenant) )  
in the presence of )

*Anthony Loughlin*

SIGNED by the above named ) ANTHONY MOTTRAM  
(the Guarantor) )  
in the presence of )

*Anthony Mottram*



**HOUSING ACT 1996**

Section 21 (1)(b)

**Assured Shorthold Tenancy : Notice Requiring Possession**

Notes)

(1) Name and address of tenant

To <sup>(1)</sup> **ANTHONY LOUGHLIN**

of **FLAT 2, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

(2) Name and address of landlord  
(Note 2 overleaf)

From **MACMASTER PROPERTIES LIMITED**

of **Exchange House, 80 Balls Road, Oxton, Wirral CH43 1US**

(3) Address of dwelling.

I give you notice that I require possession of the dwelling house known as <sup>(3)</sup> **FLAT 2, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

(4) Date of expiry ( Note 3 overleaf)

on/after<sup>(4)</sup> **26<sup>TH</sup> JANUARY 2016.**

**or, if the notice is otherwise invalid, at the end of a period of your tenancy which will end after the expiry of two months from the service upon you of this notice"**

(5) Note 3 overleaf.

Dated<sup>(5)</sup> **27<sup>TH</sup> JULY 2015.**

Landlord: **MACMASTER PROPERTIES LIMITED**

*L MacMaster*

(6) Name and address.

[Landlord's agent]<sup>(6)</sup> N/A

**NOTES.**

1. On or after coming to an end of a fixed term assured shorthold tenancy, a court must make an order for possession if the landlord has given a notice in this form.
2. Where there are joint landlords, at least one of them must give this notice.
3. The length of the notice must be at least two months and the notice may be given before or on the day on which the fixed term comes to an end

Delivered by: *N. Jones* .....

Date:.....*23.7.15*.....



# ASSURED SHORTHOLD

1

# TENANCY AGREEMENT

Provided under Part I of the Housing Act 1988 (and amended under part 3 of the Housing Act 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

DATE:

**16<sup>TH</sup> DECEMBER 2019.**

PARTIES: 1.

**THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Wirral, CH43 1US

2. **THE Tenant**

Carl Parry  
12 Kelvin Road  
Birkenhead,

3. **THE Guarantor (if any) Shared / Joint**

**PROPERTY** The dwelling-house situated at and being:  
**FLAT 3, 14 SLATEY ROAD, BIRKENHEAD, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months from: **23<sup>RD</sup> DECEMBER 2019.**

+The period mentioned here will form the basis of any subsequent periodic tenancy.

**RENT £390.00**

**per calendar month**+(subject nevertheless as hereinafter provided )

**PAYABLE** [in advance] by 12 equal monthly payments

**FIRST** payment to be made on the **23<sup>RD</sup>** day of , then on the first day of each calendar Month thereafter.

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

1. **THE Landlord** lets and the **Tenant** takes the **Property** for the **Term** at the **Rent** payable as above.

2. **THIS** Agreement is an assured shorthold tenancy agreement (as defined in section 19a of the Housing Act 1988). The no-fault arrangements in section 21 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord thereof apply accordingly. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. If we give you a section 21 notice, we must give at least 2 months' notice in writing.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

3. IF the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

4. **THE Tenant** agrees with the **Landlord** -

(1) To pay the **Rent** at the times and in the manner aforesaid.



(2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property

(b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.

(3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy (for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)

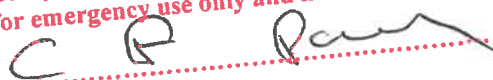
(4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.

(5) To keep the drains gutters and pipes of the Property clear, the chimneys swept and the garden neat.

(6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and items which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.

(7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) LANDLORD AND TENANT ACT 1985. **Please be advised we will carry out a property inspection during the first four months of the tenancy in order for us to assess the condition of the property.**

**(8) The Tenant 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 at the address contained herein for the service of documents. REPAIRS can be emailed to [nicky@macmasterproperties.co.uk](mailto:nicky@macmasterproperties.co.uk) or alternatively sent to our office address MacMaster Properties Exchange House, 80 Balls Road, Oxtou, Birkenhead, CH43 1US. Please be advised the office out of hours number is for emergency use only and not to report repairs during out of hours or weekends.**

Signed:..... 

(9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.

(10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and 'The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.

(11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.

(12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.

(13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.

(14) Not to assign, sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such



consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.

(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy, to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £.....which will then be deposited by the Landlord into The Tenancy Deposit Scheme. This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon signing here, you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme, the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property, or its contents, caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months' notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit or Universal Credit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then

- a) Agree that all Housing Benefit or Universal Credit be paid direct to the Landlord.
- b) Notify the Department of Work & Pensions or Wirral Borough Council in writing of any change in circumstance which may affect benefit entitlement and send a copy to the Landlord.
- c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord.
- d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments.
- e) Respond to correspondence and queries by Department of Work & Pensions or Wirral Borough Council Housing Department as and when required.

(22) With seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.

(24) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-

(25) Not to change, alter 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 any changes are approved by the Landlord, the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy and not, without the written consent of the Landlord, to make available a key to any other person.

(26) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord.

(27) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy, if required.

(28) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.

(29) Not to remove any of the said furniture, fixtures and effects from the premises.

(30) Tenants to insure their own personal possessions and furniture as these are not covered by the Landlord's building policy.

(31) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.

(32) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.

(33) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.

(34) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.

(35) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.

(36) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri 9am to 4pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out.

(37) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.

(38) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.

(39) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter

- (40) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (42) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or it's fixtures, fittings and furnishings, during the period of occupation by the Tenant. **This will also apply to all internal decorations that must be the same on vacation as when the Tenant moved into the property.**
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.**
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. **The Landlord will not be liable to provide a replacement.** The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required rent in advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.
- (51) It is a condition of this tenancy that anyone living at the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014.
- (52) Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- (53) In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.
- (54) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:****2 WEEKS NOTICE TO QUIT**

If rent is payable monthly, at least 2 months rent is unpaid

**GROUND 10:****2 WEEKS NOTICE TO QUIT**

Some rent lawfully due from the tenant is unpaid on the date on which proceedings for possession are begun

**GROUND 11:****2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:****2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:****IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due (whether legally demanded or not) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation, The Landlord shall be entitled to re-enter on the property (subject always to any statutory restriction on his power to do so, and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**5. PROVIDED** that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

**6. THE** Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

**THE GUARANTOR (if any) AGREES WITH THE LANDLORD:**

- A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.
- B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

**I, the tenant authorise the Department of Work & Pensions, or Wirral Borough Council Housing Benefit team to divulge any information requested by my landlord or his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be paid direct to my landlord.**

**I understand that I can withdraw this consent at any time by notifying you via my journal, or by contacting the Department of Work & Pensions and Wirral Borough Council Housing Benefit team directly.**

SIGNATURE OF TENANT CF Parry DATE: \_\_\_\_\_

NAME OF CLAIMANT \_\_\_\_\_

**I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.**

SIGNATURE OF TENANT \_\_\_\_\_ DATE: \_\_\_\_\_

7. **THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. **WHERE** the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
- (ii) "The Tenant" includes the persons deriving title under the Tenant
- (iii) References to the Property includes references to any part or parts of the Property.

9. **NOTICE** under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

# This must be an address in England and Wales.

**AS WITNESS** to the hands of the parties hereto the day and year first above written

SIGNED by the above named ) **LINDA J. MACMASTER**  
(the Landlord) ) *L MacMaster*  
in the presence of ) *[Signature]*

SIGNED by the above named ) **CARL PARRY**  
(the Tenant) ) *[Signature]*  
in the presence of ) CF Parry

SIGNED by the above named ) *[Signature]*  
(the Guarantor) ) *[Signature]*  
in the presence of ) *[Signature]*



## Privacy Notice – MacMaster Properties Ltd / MacMaster Lettings Ltd / MacMaster Property Company

### Why we hold and process information

This notice sets out how we hold and process information we hold about you. We process personal information about our tenants and possible new tenants so we can provide residential accommodation. This includes:

- dealing with lettings;
- dealing with applications for tenancies;
- checking suitability for tenancies (including credit, immigration and similar checks);
- managing property;
- collecting rent;
- maintaining our accounts and records; and
- dealing with tenancy deposits.

Relevant information may include personal details, employment and education details and financial details. By law, we have to carry out immigration checks on new tenants and residents. We have to keep copies of the documents we inspect as part of these checks. We may keep these copies on computer.

### Sharing information with others

We may need to share personal information we process with others. If we have to do this, we will keep to data-protection legislation.

Depending on the circumstances, we may share information with:

- other landlords;
- employers;
- educational institutions, universities and colleges;
- suppliers (including gas, electricity and water companies) and service providers;
- financial organisations (including banks);
- credit- and tenant-reference agencies;
- tenancy deposit schemes;
- debt-collection and tracing agencies;
- public and government bodies (including those who deal with benefits and council tax);
- contractors and repairers;
- letting and managing agents; and
- any future owner of the property.

This does not mean that we necessarily share information with all of the above but we may do so if we need to. We do not use your information for direct marketing purposes.

### Council tax and utilities and services

To make sure that council tax and utility and service bills (including water charges) are correctly collected, we share information with the relevant local authority and utility or service providers. We also share this information to make sure that bills are sent to the correct person and charges and debts can be collected. By law, in certain geographic areas we have to pass information about who lives in a property to water companies. In all other areas, although this is voluntary, we may pass this information to water companies.

### Why we use your personal information

We may use the personal information you give us in a number of ways, for example to decide whether to let the property to you; to prevent fraud, for accounting and auditing purposes, for managing property or for debt collection.

### Right to gather information

You have the right to ask for a copy of the information that we hold about you. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information if this is not accurate.

To ask for this information, please write to us at MacMaster Properties Ltd, Exchange House, 80 Balls Road, Wirral, CH43 1US or email our office at [admin@macmasterproperties.co.uk](mailto:admin@macmasterproperties.co.uk)

For a more detailed copy of our Privacy Notice (for tenants, residents and guarantors) please visit our website [www.macmasterproperties.co.uk](http://www.macmasterproperties.co.uk)

May 2018

# AGREEMENT

for letting an unfurnished dwellinghouse  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988 (as amended 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

DATE: **1<sup>ST</sup> MAY 2018.**

PARTIES: 1. **THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Oxton  
Wirral, CH43 1US

2. **THE Tenant**  
Mrs Nikki Mathews  
C/O 23 Princes Way  
Wallasey, CH45 4PP

3. **THE Guarantor (if any) Shared / Joint**  
Damaryse Wheeler  
23 Princes Way  
Wallasey, CH45 4PP

PROPERTY The dwelling-house situated at and being:  
**FLAT 4, 14 SLATEY ROAD, BIRKENHEAD, WIRRAL, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

TERM A term certain of **6** \*months/year(s) From **2<sup>ND</sup> MAY 2018.**

**RENT £390.00 per calendar month**+(subject nevertheless as hereinafter provided )

+The period mentioned here will form the basis of any subsequent periodic tenancy.

**PAYABLE** [in advance] by 12 equal monthly payments

**FIRST** payment to be made on the **2<sup>ND</sup>** day of **THE** next, then on the first day of each calendar Month thereafter.

**GUARANTOR- is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.**

- 1. **THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
- 2. **THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves notice under paragraph 2 of Schedule to that Act.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

3. **IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

4. **THE** Tenant agrees with the Landlord -

(1) To pay the Rent at the times and in the manner aforesaid.

(2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.

(b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.

(3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy ( for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)

(4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.

(5) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.

(6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.

(7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) LANDLORD AND TENANT ACT 1985. **Please be advised we will carry out a property inspection during the first four months of the tenancy in order for us to assess the condition of the property.**

(8) The Tenant 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 at the address contained herein for the service of documents.

(9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.

(10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and ' The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.

(11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.

(12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.

(13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.

(14) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.



(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £..... which will then be deposited by the Landlord into The Tenancy Deposit Scheme on cheque no 632 , BOOK 22  
This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon Signing here you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then a) Agree that all Housing Benefit be paid direct to the Landlord. b) Notify the Housing Benefit Department in writing of any change in circumstance which may affect Benefit entitlement and send a copy to the Landlord. c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord. d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments. e) Respond to correspondence/queries or visits required from the Housing Verification Department, as and when required.

(22) With seven days of receipt there of, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To pay all fees, expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

- (24) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.
- (25) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-
- (26) Not to change, alter 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 any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy. Not, without the written consent of the Landlord, to make available a key to any other person.
- (27) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord
- (28) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy.
- (29) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.
- (30) Not to remove any of the said furniture, fixtures and effects from the premises.
- (31) **Tenants to insure** their own personal possessions and furniture as these are not covered by the Landlord's building policy.
- (32) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.
- (33) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.
- (34) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.
- (35) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month's notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.
- (36) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.
- (37) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.
- (38) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri - 9am to 5.00pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out. All business relating to your Tenancy can be conducted on the following telephone number:
- (0151) 653-5949
- (39) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.

- (40) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.
- (41) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter.
- (42) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or its fixtures, fittings and furnishings, during the period of occupation by the Tenant. This will also apply to all internal decorations, that must be the same on vacation as when the Tenant moved into the property.
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.**
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. **The Landlord will not be liable to provide a replacement.** The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.
- (51) Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- (52) In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.

(53) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:****2 WEEKS NOTICE TO QUIT**

The Tenant owes 2 months rent.

**GROUND 11:****2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:****2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:****IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

(54) Notice will be served by the Landlord in accordance with The Law of Property Act 1925 S196(5), which allows notice to be sufficiently served if left at the property.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due ( whether legally demanded or not ) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation

The Landlord shall be entitled to re-enter on the property ( subject always to any statutory restriction on his power to do so ) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**THE GUARANTOR: ( If any ) AGREES WITH THE LANDLORD:** A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities , costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

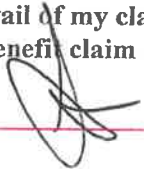
D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

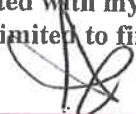
6a I, the tenant authorise the Housing Benefit Office to divulge any information requested by my landlord his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be made direct to my landlord.

SIGNATURE OF TENANT



6b I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.

SIGNATURE OF TENANT



7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the Property includes references to any part or parts of the Property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987

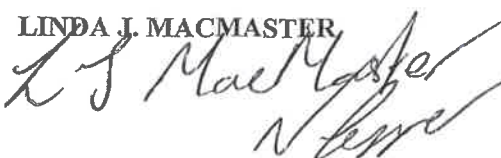
The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

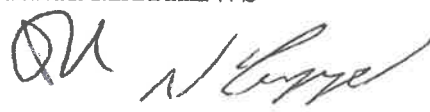
# This must be an address in England and Wales.

AS WITNESS to the hands of the parties hereto the day and year first above written

SIGNED by the above named (the Landlord) in the presence of

) LINDA J. MACMASTER  
)   
)

SIGNED by the above named (the Tenant) in the presence of

) NIKKI MATHEWS  
)   
)

SIGNED by the above named (the Guarantor) in the presence of

) DAMARYCE WHEELER  
)   
)





# ASSURED SHORTHOLD TENANCY AGREEMENT

Provided under Part I of the Housing Act 1988 (and amended under part 3 of the Housing Act 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

**DATE:** 23<sup>rd</sup> May 2019

**PARTIES: 1. THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Wirral, CH43 1US

**2. THE Tenant**  
Mr Steven Chambers  
Flat 3, 1 Wellington Road,  
New Brighton, CH45 2JR

**3. THE Guarantor (if any) Shared / Joint**

**PROPERTY** The dwelling-house situated at and being:  
**Flat 6, 14 Slaty Road, Oxtou, Birkenhead, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months from:24<sup>TH</sup> May 2019

**RENT** £ 368.33 per calendar month+(subject nevertheless as hereinafter provided )

+The period mentioned here will form the basis of any subsequent periodic tenancy.

**PAYABLE** [in advance] by 12 equal monthly payments

**FIRST** payment to be made on the 24<sup>TH</sup> day of , then on the first day of each calendar Month thereafter.

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

**1. THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.

**2. THIS** Agreement is an assured shorthold tenancy agreement (as defined in section 19a of the Housing Act 1988). The no-fault arrangements in section 21 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord thereof apply accordingly. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. If we give you a section 21 notice, we must give at least 2 months' notice in writing.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

**3. IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

#### 4. THE Tenant agrees with the Landlord -

(1) To pay the Rent at the times and in the manner aforesaid.

(2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property

(b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.

(3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy (for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)

(4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.

(5) To keep the drains gutters and pipes of the Property clear, the chimneys swept and the garden neat.

(6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and items which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.

(7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) LANDLORD AND TENANT ACT 1985. **Please be advised we will carry out a property inspection during the first four months of the tenancy in order for us to assess the condition of the property.**

**(8) The Tenant 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 at the address contained herein for the service of documents. REPAIRS can be emailed to [nickv@macmasterproperties.co.uk](mailto:nickv@macmasterproperties.co.uk) or alternatively sent to our office address MacMaster Properties Exchange House, 80 Balls Road, Oxton, Birkenhead, CH43 1US. Please be advised the office out of hours number is for emergency use only and not to report repairs during out of hours or weekends.**

Signed:..........

(9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.

(10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and 'The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.

(11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.



(12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.

(13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.

(14) Not to assign, sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.

(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy, to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £0.00 which will then be deposited by the Landlord into The Tenancy Deposit Scheme. This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon signing here, you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme, the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property, or its contents, caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months' notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit or Universal Credit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then

- a) Agree that all Housing Benefit or Universal Credit be paid direct to the Landlord.
- b) Notify the Department of Work & Pensions or Wirral Borough Council in writing of any change in circumstance which may affect benefit entitlement and send a copy to the Landlord.
- c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord.
- d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments.

e) Respond to correspondence and queries by Department of Work & Pensions or Wirral Borough Council Housing Department as and when required.

(22) With seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.

(24) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-

(25) Not to change, alter 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 any changes are approved by the Landlord, the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy and not, without the written consent of the Landlord, to make available a key to any other person.

(26) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord.

(27) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy, if required.

(28) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.

(29) Not to remove any of the said furniture, fixtures and effects from the premises.

(30) Tenants to insure their own personal possessions and furniture as these are not covered by the Landlord's building policy.

(31) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.

(32) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.

(33) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.

(34) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.

(35) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.

(36) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri 9am to 4pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out.

- (37) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.
- (38) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.
- (39) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter
- (40) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (42) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or it's fixtures, fittings and furnishings, during the period of occupation by the Tenant. **This will also apply to all internal decorations that must be the same on vacation as when the Tenant moved into the property.**
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.**
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. **The Landlord will not be liable to provide a replacement.** The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required rent in advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.

(51) It is a condition of this tenancy that anyone living at the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014.

(52) Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.

(53) In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.

(54) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:**

**2 WEEKS NOTICE TO QUIT**

If rent is payable monthly, at least 2 months rent is unpaid

**GROUND 10:**

**2 WEEKS NOTICE TO QUIT**

Some rent lawfully due from the tenant is unpaid on the date on which proceedings for possession are begun

**GROUND 11:**

**2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:**

**2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:**

**IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due (whether legally demanded or not) or

B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or

C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or

D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or

E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or

F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation, The Landlord shall be entitled to re-enter on the property (subject always to any statutory restriction on his power to do so, and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**5. PROVIDED** that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. **THE** Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

**THE GUARANTOR (if any) AGREES WITH THE LANDLORD:**

A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

**I, the tenant authorise the Department of Work & Pensions, or Wirral Borough Council Housing Benefit team to divulge any information requested by my landlord or his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be paid direct to my landlord.**

**I understand that I can withdraw this consent at any time by notifying you via my journal, or by contacting the Department of Work & Pensions and Wirral Borough Council Housing Benefit team directly.**

SIGNATURE OF TENANT  DATE: 24<sup>TH</sup> MAY 2019

NAME OF CLAIMANT STEVEN CHAMBERS

**I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.**

SIGNATURE OF TENANT  DATE: 24<sup>TH</sup> MAY 2019

7. **THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. **WHERE** the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
- (ii) "The Tenant" includes the persons deriving title under the Tenant
- (iii) References to the Property includes references to any part or parts of the Property.

9. **NOTICE** under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

# This must be an  
address in England  
and Wales.

**AS WITNESS** to the hands of the parties hereto the day and year first above written

**SIGNED** by the above named ) **LINDA J. MACMASTER**

(the Landlord) )

in the presence of )

*L MacMaster*  
*N. Chambers*

**SIGNED** by the above named ) **STEVEN CHAMBERS**

(the Tenant) )

in the presence of )

*Steven Chambers*  
*N. Chambers*

**SIGNED** by the above named )

(the Guarantor) )

in the presence of )



## Privacy Notice – MacMaster Properties Ltd / MacMaster Lettings Ltd / MacMaster Property Company

### Why we hold and process information

This notice sets out how we hold and process information we hold about you. We process personal information about our tenants and possible new tenants so we can provide residential accommodation. This includes:

- dealing with lettings;
- dealing with applications for tenancies;
- checking suitability for tenancies (including credit, immigration and similar checks);
- managing property;
- collecting rent;
- maintaining our accounts and records; and
- dealing with tenancy deposits.

Relevant information may include personal details, employment and education details and financial details. By law, we have to carry out immigration checks on new tenants and residents. We have to keep copies of the documents we inspect as part of these checks. We may keep these copies on computer.

### Sharing information with others

We may need to share personal information we process with others. If we have to do this, we will keep to data-protection legislation.

Depending on the circumstances, we may share information with:

- other landlords;
- employers;
- educational institutions, universities and colleges;
- suppliers (including gas, electricity and water companies) and service providers;
- financial organisations (including banks);
- credit- and tenant-reference agencies;
- tenancy deposit schemes;
- debt-collection and tracing agencies;
- public and government bodies (including those who deal with benefits and council tax);
- contractors and repairers;
- letting and managing agents; and
- any future owner of the property.

This does not mean that we necessarily share information with all of the above but we may do so if we need to. We do not use your information for direct marketing purposes.

### Council tax and utilities and services

To make sure that council tax and utility and service bills (including water charges) are correctly collected, we share information with the relevant local authority and utility or service providers. We also share this information to

make sure that bills are sent to the correct person and charges and debts can be collected. By law, in certain geographic areas we have to pass information about who lives in a property to water companies. In all other areas, although this is voluntary, we may pass this information to water companies.

### Why we use your personal information

We may use the personal information you give us in a number of ways, for example to decide whether to let the property to you; to prevent fraud, for accounting and auditing purposes, for managing property or for debt collection.

### Right to gather information

You have the right to ask for a copy of the information that we hold about you. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information if this is not accurate. To ask for this information, please write to us at MacMaster Properties Ltd, Exchange House, 80 Balls Road, Oxtou, Wirral, CH43 1US or email our office at [admin@macmasterproperties.co.uk](mailto:admin@macmasterproperties.co.uk)

For a more detailed copy of our Privacy Notice (for tenants, residents and guarantors) please visit our website [www.macmasterproperties.co.uk](http://www.macmasterproperties.co.uk)

May 2018



**AGREEMENT**

for letting an unfurnished dwellinghouse  
on an assured shorthold tenancy

under Part I of the Housing Act 1988 (as amended 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

**DATE:** 26<sup>TH</sup> JUNE 2014.

**PARTIES: 1. THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Oxton  
Wirral, CH43 1US

**2. THE Tenant**  
James Morrell  
127 Grant Road  
Leasowe, CH46 2RX

**3. THE Guarantor (if any) Shared / Joint**

**PAYING DOUBLE DEPOSIT**

**PROPERTY** The dwelling-house situated at and being:  
**FLAT 8, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months/year(s) From 16<sup>TH</sup> JULY 2014.

**RENT** £390.00 per calendar month+(subject nevertheless as hereinafter provided )

+The period mentioned here will form the basis of any subsequent periodic tenancy.

**PAYABLE** [in advance] by 12 equal monthly payments

**FIRST** payment to be made on the 16<sup>TH</sup> day of **THE** next, then on the first day of each calendar Month thereafter.

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

1. **THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
2. **THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves notice under paragraph 2 of Schedule to that Act.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

3. **IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

4. **THE** Tenant agrees with the Landlord -

(1) To pay the Rent at the times and in the manner aforesaid.

- (2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
- (b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.
- (3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy ( for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)
- (4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.
- (5) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.
- (6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.
- (7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) **LANDLORD AND TENANT ACT 1985**.
- (8) The Tenant 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 at the address contained herein for the service of documents.
- (9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.
- (10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and ' The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.
- (11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.
- (12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.
- (13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.
- (14) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.

(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £350.00 PAID 26<sup>TH</sup> JUNE 2014. which will then be deposited by the Landlord into The Tenancy Deposit Scheme on cheque no 385 This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon Signing here you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then a) Agree that all Housing Benefit be paid direct to the Landlord. b) Notify the Housing Benefit Department in writing of any change in circumstance which may affect Benefit entitlement and send a copy to the Landlord. c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord. d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments. e) Respond to correspondence/queries or visits required from the Housing Verification Department, as and when required.

(22) With seven days of receipt there of, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To pay all fees, expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

(24) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.



(25) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-

(26) Not to change, alter 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 any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy. Not, without the written consent of the Landlord, to make available a key to any other person.

(27) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord

(28) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy.

(29) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.

(30) Not to remove any of the said furniture, fixtures and effects from the premises.

(31) **Tenants to insure** their own personal possessions and furniture as these are not covered by the Landlord's building policy.

(32) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.

(33) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.

(34) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.

(35) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month's notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.

(36) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.

(37) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.

(38) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri - 9am to 5.00pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out. All business relating to your Tenancy can be conducted on the following telephone number:

(0151) 653-5949

(39) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.

(40) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.



- (41) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter.
- (42) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or its fixtures, fittings and furnishings, during the period of occupation by the Tenant. **This will also apply to all internal decorations, that must be the same on vacation as when the Tenant moved into the property.**
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. The Landlord will not be liable to provide a replacement. The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.
- (51) Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- (52) In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.

(53) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:**

**2 WEEKS NOTICE TO QUIT**

The Tenant owes 2 months rent.

**GROUND 11:**

**2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:**

**2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:**

**IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

(54) Notice will be served by the Landlord in accordance with The Law of Property Act 1925 S196(5), which allows notice to be sufficiently served if left at the property.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due ( whether legally demanded or not ) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation

The Landlord shall be entitled to re-enter on the property ( subject always to any statutory restriction on his power to do so ) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**THE GUARANTOR: ( If any ) AGREES WITH THE LANDLORD:** A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities , costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

6a I, the tenant authorise the Housing Benefit Office to divulge any information requested by my landlord his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be made direct to my landlord.

SIGNATURE OF TENANT *Morrell*

6b I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.

SIGNATURE OF TENANT *Morrell*

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the Property includes references to any part or parts of the Property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

# This must be an address in England and Wales.

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

AS WITNESS to the hands of the parties hereto the day and year first above written

SIGNED by the above named ) LINDA J. MACMASTER  
(the Landlord) )  
in the presence of ) *L. J. MacMaster*

SIGNED by the above named ) JAMES MORRELL  
(the Tenant) )  
in the presence of ) *Morrell*

SIGNED by the above named ) IAN DOYLE X  
(the Guarantor) )  
in the presence of )

**HOUSING ACT 1996**

Section 21 (1)(b)

**Assured Shorthold Tenancy : Notice Requiring Possession**

Notes)

(1) Name and address of tenant

To <sup>(1)</sup> **JAMES MORRELL**

of **FLAT 8, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

(2) Name and address of landlord (Note 2 overleaf)

From **MACMASTER PROPERTIES LIMITED**

of **Exchange House, 80 Balls Road, Oxtton, Wirral CH43 1US**

<sup>(3)</sup> Address of dwelling.

I give you notice that I require possession of the dwelling house known as <sup>(3)</sup> **FLAT 8, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

(4) Date of expiry ( Note 3 overleaf)

on/after<sup>(4)</sup> **13<sup>TH</sup> JANUARY 2015.**

**or, if the notice is otherwise invalid, at the end of a period of your tenancy which will end after the expiry of two months from the service upon you of this notice"**

(5) Note 3 overleaf.

Dated<sup>(5)</sup> **14<sup>TH</sup> JULY 2014.**



Landlord: **MACMASTER PROPERTIES LIMITED**

(6) Name and address.

[Landlord's agent]<sup>(6)</sup> **N/A**

**NOTES.**

1. On or after coming to an end of a fixed term assured shorthold tenancy, a court must make an order for possession if the landlord has given a notice in this form.
2. Where there are joint landlords, at least one of them must give this notice.
3. The length of the notice must be at least two months and the notice may be given before or on the day on which the fixed term comes to an end

Delivered by:..........

Date:.....**2.7.14**.....

**Form prescribed for the purposes of  
Section 13(2) of the Housing Act 1988**

**Form 4B**

**Housing Act 1988 section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003**

**Landlord's Notice proposing a new rent under an Assured Periodic Tenancy of premises situated in England**

The notes below give guidance to both landlords and tenants about this notice.

To: <b>Andrew Mannouch</b>	Tenant(s)
of: <b>Flat 1, 14 Slatey Road, Wirral CH43 4UF</b>	Address of the premises subject to the tenancy
.....	
From: <b>MacMaster Properties Ltd</b>	Landlord(s)
<b>Exchange House, 80 Balls Road, Wirral, CH43 IUS</b>	Address for correspondence
.....	
<b>0151 653 5949</b>	Contact telephone number

1. This notice affects the amount of rent you pay. Please read it carefully.
2. The landlord is proposing a new rent of **£82.50** per week, in place of the existing one of **£78.75 per week**.
3. The first rent increase date after 11th February 2003 was on 16 August 2014.  
(see note 10 below)
4. The starting date for the new rent will be **16 October 2018**.  
(see notes 13 to 17 below)

5. Certain charges may be included and separately identified in your rent. (See note 11 below page.) The amounts of the charges (if any) are:

<b>Charges</b>	<b>Amount included and separately identified (enter "nil" if appropriate)</b>	
	<b>In the existing rent</b>	<b>In the proposed new rent</b>
Council tax	£N/A	£N/A
Water charges	£N/A	£N/A
Fixed service charges	£N/A	£N/A

6. If you accept the proposed new rent, you should make arrangements to pay it. If you do not accept it, there are steps you should take before the starting date in paragraph 4 above. Please see the notes over the page for what to do next.

Signed: ..... Landlord(s) (see note 12 over the page)

Date: .....



***Please read these notes carefully.***

### **Guidance notes for tenants**

#### **What you must do now**

1. This notice proposes that you should pay a new rent from the date in paragraph 4 of the notice. If you are in any doubt or need advice about any aspect of this notice, you should immediately either discuss it with your landlord or take it to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.
2. If you accept the proposed new rent, please make arrangements to pay it. If you pay by standing order through your bank, you should inform them that the amount has changed. You should also notify your Housing Benefit once if you are claiming benefit. If you are worried that you might not be able to pay your rent, you should seek advice from a citizens' advice bureau or housing advice centre.
3. If you do not accept the proposed new rent, and do not wish to discuss it with your landlord, you can refer this notice to your local rent assessment committee. You must do this before the starting date of the proposed new rent in paragraph 4 of the notice. You should notify your landlord that you are doing so, otherwise he or she may assume that you have agreed to pay the proposed new rent.
4. To refer the notice to the local rent assessment committee, you must use the form Application referring a notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy to a Rent Assessment Committee. You can obtain this from a rent assessment panel, housing advice centre or legal stationer (details can be found in the telephone directory).
5. The rent assessment committee will consider your application and decide what the maximum rent for your home should be. In setting a rent, the committee must decide what rent the landlord could reasonably expect for the property if it were let on the open market under a new tenancy on the same terms. The committee may therefore set a rent that is higher, lower or the same as the proposed new rent.

#### **Guidance notes for landlords on how to complete the notice**

6. You can complete this notice in ink or arrange for it to be printed.
7. This notice should be used when proposing a new rent under an assured periodic tenancy (including an assured shorthold periodic tenancy) of premises situated in England. There is a different notice (Form No.4C—Landlord's or Licensor's Notice proposing a new rent or licence fee under an Assured Agricultural Occupancy of premises situated in England) for proposing a new rent or licence fee for an assured agricultural occupancy of premises situated in England.
8. Do not use this notice if the tenancy agreement contains a term allowing rent increases, or there is some other basis such as a separate agreement with the tenant for raising the rent. Any

provision you rely on needs to be binding on the tenant. Legal advice should be sought if there is any doubt on this score.

9. You need to use a different form to propose a rent increase for a statutory periodic tenancy (the first exception mentioned in note 16) if you are seeking to adjust rent solely because of a proposed change of terms under section 6(2) of the Housing Act 1988. Seek legal advice if you think this may apply to you.

You can obtain the form headed Notice proposing different terms for a Statutory Periodic Tenancy from a rent assessment panel or a legal stationer.

10. Unless the tenancy is a new one, or one of the exceptions mentioned in note 16 applies, you must insert in paragraph 3 of the notice the first date after 11th February 2003, on which rent is proposed to be, or was, increased under this statutory notice procedure. That date determines the date that you can specify in paragraph 4 of the notice. See also note 15.

11. You should enter in each of the boxes in the second and third columns of the table in paragraph 5 either "nil" or the amount of the existing or proposed charge. You should only enter amounts for council tax and water charges where the tenant does not pay these charges directly. You should only enter fixed service charges which are payable by the tenant in accordance with a term or condition which specifies that these charges will be included in the rent for the tenancy. Only enter an amount for service charges where the tenant has agreed to pay a fixed sum. Do not include in the table any variable service charge, i.e. a service charge within the meaning of section 18 of the Landlord and Tenant Act 1985, where the whole or part of the sum payable by the tenant varies or may vary according to costs.

12. You or your agent (someone acting on your behalf) must sign and date this notice. If there are joint landlords, each landlord must sign unless one signs on behalf of the rest with their agreement. The signature does not have to be hand-written if, for instance, the form is being printed or if you wish to use a laser or autosignature.

### **When the proposed new rent can start**

13. The date in paragraph 4 of the notice must comply with the three requirements of section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003.

14. The first requirement, which applies in all cases, is that a minimum period of notice must be given before the proposed new rent can take effect. That period is:

- \* one month for a tenancy which is monthly or for a lesser period, for instance weekly or fortnightly;
- \* six months for a yearly tenancy;
- \* in all other cases, a period equal to the length of the period of the tenancy – for example, three months in the case of a quarterly tenancy.

15. The second requirement applies in most cases (but see note 16 for two exceptions):  
(a) the starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, unless

(b) that would result in an increase date falling one week or more before the anniversary of the date in paragraph 3 of the notice, in which case the starting date must not be earlier than 53 weeks from the date on which the rent was last increased.

This allows rent increases to take effect on a fixed day each year where the period of a tenancy is less than one month. For example, the rent for a weekly tenancy could be increased on, say, the first Monday in April. Where the period of a tenancy is monthly, quarterly, six monthly or yearly, rent increases can take effect on a fixed date, for example, 1st April.

16. The two exceptions to the second requirement, which apply where a statutory tenancy has followed on from an earlier tenancy, are:

- \* where the tenancy was originally for a fixed term (for instance, 6 months), but continues on a periodic basis (for instance, monthly) after the term ends; and

- \* where the tenancy came into existence on the death of the previous tenant who had a regulated tenancy under the Rent Act 1977.

In these cases the landlord may propose a new rent at once. However, the first and third requirements referred to in notes 14 and 17 must still be observed.

17. The third requirement, which applies in all cases, is that the proposed new rent must start at the beginning of a period of the tenancy. For instance, if the tenancy is monthly, and started on the 20th of the month, rent will be payable on that day of the month, and a new rent must begin then, not on any other day of the month. If the tenancy is weekly, and started, for instance, on a Monday, the new rent must begin on a Monday.



# AGREEMENT

1/7

for letting an unfurnished dwellinghouse  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988 (as amended 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

**DATE:** 11<sup>th</sup> February 2004

**PARTIES: 1. THE Landlord**  
MacMaster Properties Ltd  
Exchange House  
80 Balls Road  
Oxton  
Wirral, CH43 1US

**2. THE Tenant**  
Mr Andrew Mannouch  
Flat 4, 2 Columbia Rd  
Oxton, Wirral  
CH43 6TU

**3. THE Guarantor (if any) Shared / Joint**

**PROPERTY** The dwelling-house situated at and being:

**FLAT 1, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

TOGETHER WITH THE FURNITURE, FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months/year(s) from 16<sup>TH</sup> FEBRUARY 2004

**RENT** £ 70.00 per week +(subject nevertheless as hereinafter provided )

+The period mentioned

here will form the basis of any subsequent periodic tenancy.

**PAYABLE** [in advance] by equal four weekly/12 equal monthly payments

**FIRST** payment to be made on the 16<sup>TH</sup> day of February next

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

1. **THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.

2. **THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves notice under paragraph 2 of Schedule to that Act.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

3. **IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

4. **THE** Tenant agrees with the Landlord -

- (2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
- (b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.
- (3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy ( for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)
- (4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.
- (5) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.
- (6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, door handles, door locks, window locks and cooker handles as and when necessary.
- (7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) **LANDLORD AND TENANT ACT 1985**.
- (8) The Tenant 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 at the address contained herein for the service of documents.
- (9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.
- (10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and ' The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.
- (11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.
- (12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done



13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises. 3/7

(14) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.

(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £..... to be held by the Landlord against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration and for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**(18) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months notice.**

**(19) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail.**

**(20) If, as a Tenant, you are entitled to Housing Benefit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then a) Agree that all Housing Benefit be paid direct to the Landlord. b) Notify the Housing Benefit Department in writing of any change in circumstance which may affect Benefit entitlement and send a copy to the Landlord. c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord. d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments. e) Respond to correspondence/queries or visits required from the Housing Verification Department, as and when required.**

(21) With seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(22) To pay all fees, expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

(23) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.

(24) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-

(25) Not to change, alter 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 any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord. The

(26) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord

(27) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy.

(28) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.

(29) Not to remove any of the said furniture, fixtures and effects from the premises.

(30) **Tenants to insure** their own personal possessions and furniture as these are not covered by the Landlord's building policy.

(31) British Telecom/Cable telephone lines must be taken over by in-coming Tenants. The Landlord must be advised of the telephone number.

(32) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.

(33) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.

(34) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.

(35) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month's notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord and Tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.

(36) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.

(37) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.

(38) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri - 9am to 5.00pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out.

(39) All business relating to your Tenancy can be conducted on the following telephone number: (0151) 653-5949.

(40) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under

(41) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may Reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.

(42) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter.

(43) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).

(44) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or it's fixtures, fittings and furnishings, during the period of occupation by the Tenant. This will apply to all internal decorations.

(45) The permission of the Landlord must be given in writing before a Cable telephone can be installed.

(46) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.

(47) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.

(48) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.

(49) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. The Landlord will not be liable to provide a replacement. The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.

(50) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.

(51) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.

(52) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to

(53) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:**

**2 WEEKS NOTICE TO QUIT**

The Tenant owes 2 months rent.

**GROUND 11:**

**2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:**

**2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:**

**IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

(54) Notice will be served by the Landlord in accordance with The Law of Property Act 1925 S196(5), which allows notice to be sufficiently served if left at the property.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due ( whether legally demanded or not ) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation

The Landlord shall be entitled to re-enter on the property ( subject always to any statutory restriction on his power to do so ) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**THE GUARANTOR: ( If any ) AGREES WITH THE LANDLORD: A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.**

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities , costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith.

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

6a I, the tenant authorise the Housing Benefit Office to divulge any information requested by my landlord his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be made direct to my landlord.

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the Property includes references to any part or parts of the Property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

# This must be an address in England and Wales.

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

AS WITNESS to the hands of the parties hereto the day and year first above written

**LINDA J. MACMASTER**

SIGNED by the above named )  
(the Landlord) )  
in the presence of )

*L. J. Macmaster*  
*A. Mannouch*

SIGNED by the above named )  
(the Tenant) )  
in the presence of )

**ANDREW MANNOUCH**

*A. Mannouch*  
*A. Mannouch*

SIGNED by the above named )  
(the Guarantor) )  
in the presence of )





# AGREEMENT

for letting an unfurnished dwellinghouse  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988 (as amended 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

**DATE:** 21<sup>ST</sup> JULY 2015.

**PARTIES: 1. THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Oxton  
Wirral, CH43 1US

**2. THE Tenant**  
Anthony Loughlin  
64 Moorland Road  
Rock Ferry, CH42 5NX

**3. THE Guarantor (if any) Shared / Joint**  
Anthony Mottram  
31 Hampden Road  
Tranmere

**PROPERTY** The dwelling-house situated at and being:  
**FLAT 2, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months/year(s) From **27<sup>TH</sup> JULY 2015**.

**RENT** **£281.66** per calendar month+(subject nevertheless as hereinafter provided )

+The period mentioned here will form the basis of any subsequent periodic tenancy.

**PAYABLE** [in advance] by 12 equal monthly payments

**FIRST** payment to be made on the **27<sup>TH</sup>** day of **THE** next, then on the first day of each calendar Month thereafter.

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

- 1. THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
- THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves notice under paragraph 2 of Schedule to that Act.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

**3. IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

**4. THE** Tenant agrees with the Landlord -

(1) To pay the Rent at the times and in the manner aforesaid.

- (2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
- (b) To pay all other taxes duties assessments impositions and outgoing which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.
- (3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy ( for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)
- (4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.
- (5) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.
- (6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.
- (7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) **LANDLORD AND TENANT ACT 1985**.
- (8) The Tenant 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 at the address contained herein for the service of documents.
- (9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.
- (10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and ' The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.
- (11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.
- (12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.
- (13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.
- (14) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.

(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £..... which will then be deposited by the Landlord into The Tenancy Deposit Scheme on cheque no BOOK 17, 524  
This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon Signing here you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then a) Agree that all Housing Benefit be paid direct to the Landlord. b) Notify the Housing Benefit Department in writing of any change in circumstance which may affect Benefit entitlement and send a copy to the Landlord. c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord. d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments. e) Respond to correspondence/queries or visits required from the Housing Verification Department, as and when required.

(22) With seven days of receipt there of, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To pay all fees, expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

(24) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.

(25) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-

(26) Not to change, alter 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 any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy. Not, without the written consent of the Landlord, to make available a key to any other person.

(27) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord

(28) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy.

(29) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.

(30) Not to remove any of the said furniture, fixtures and effects from the premises.

(31) **Tenants to insure** their own personal possessions and furniture as these are not covered by the Landlord's building policy.

(32) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.

(33) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.

(34) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.

(35) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month's notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.

(36) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.

(37) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.

(38) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri - 9am to 5.00pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out. All business relating to your Tenancy can be conducted on the following telephone number:

**(0151) 653-5949**

(39) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.

(40) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.

- (41) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter.
- (42) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or its fixtures, fittings and furnishings, during the period of occupation by the Tenant. **This will also apply to all internal decorations, that must be the same on vacation as when the Tenant moved into the property.**
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. The Landlord will not be liable to provide a replacement. The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.
- (51) Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- (52) In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.

(53) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:**

**2 WEEKS NOTICE TO QUIT**

The Tenant owes 2 months rent.

**GROUND 11:**

**2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:**

**2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:**

**IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

(54) Notice will be served by the Landlord in accordance with The Law of Property Act 1925 S196(5), which allows notice to be sufficiently served if left at the property.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due ( whether legally demanded or not ) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation

The Landlord shall be entitled to re-enter on the property ( subject always to any statutory restriction on his power to do so ) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**THE GUARANTOR: ( If any) AGREES WITH THE LANDLORD:** A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities , costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties



5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

6a I, the tenant authorise the Housing Benefit Office to divulge any information requested by my landlord his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be made direct to my landlord.

SIGNATURE OF TENANT

*Anthony Loughlin*

6b I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.

SIGNATURE OF TENANT

*Anthony Loughlin*

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the Property includes references to any part or parts of the Property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

# This must be an address in England and Wales.

AS WITNESS to the hands of the parties hereto the day and year first above written

SIGNED by the above named )  
(the Landlord) )  
in the presence of )

LINDA J. MACMASTER

*L J MacMaster*

SIGNED by the above named )  
(the Tenant) )  
in the presence of )

ANTHONY LOUGHLIN

*Anthony Loughlin*

SIGNED by the above named )  
(the Guarantor) )  
in the presence of )

ANTHONY MOTTRAM

*Anthony Mottram*

1000

1000

1000

**ASSURED SHORTHOLD****TENANCY AGREEMENT**

Provided under Part I of the Housing Act 1988 (and amended under part 3 of the Housing Act 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one or more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

**DATE:** **16<sup>TH</sup> DECEMBER 2019.**

**PARTIES: 1. THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Wirral, CH43 1US

**2. THE Tenant**  
Carl Parry  
12 Kelvin Road  
Birkenhead,

**3. THE Guarantor (if any) Shared / Joint**

**PROPERTY** The dwelling-house situated at and being:  
**FLAT 3, 14 SLATEY ROAD, BIRKENHEAD, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months from: **23<sup>RD</sup> DECEMBER 2019.**

**RENT £390.00** per calendar month+(subject nevertheless as hereinafter provided )

+The period mentioned

here will form the basis **PAYABLE** [in advance] by 12 equal monthly payments

of any subsequent

periodic tenancy.

**FIRST** payment to be made on the **23<sup>RD</sup>** day of , then on the first day of each calendar Month thereafter.

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

**1. THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.

**2. THIS** Agreement is an assured shorthold tenancy agreement (as defined in section 19a of the Housing Act 1988). The no-fault arrangements in section 21 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord thereof apply accordingly. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. If we give you a section 21 notice, we must give at least 2 months' notice in writing.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

**3. IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

**4. THE** Tenant agrees with the Landlord -

(1) To pay the Rent at the times and in the manner aforesaid.

(2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property

(b) To pay all other taxes duties assessments impositions and outgoing which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.

(3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy (for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)

(4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.

(5) To keep the drains gutters and pipes of the Property clear, the chimneys swept and the garden neat.

(6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and items which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.

(7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) LANDLORD AND TENANT ACT 1985. **Please be advised we will carry out a property inspection during the first four months of the tenancy in order for us to assess the condition of the property.**

**(8) The Tenant 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 at the address contained herein for the service of documents. REPAIRS can be emailed to [nicky@macmasterproperties.co.uk](mailto:nicky@macmasterproperties.co.uk) or alternatively sent to our office address MacMaster Properties Exchange House, 80 Balls Road, Oxtou, Birkenhead, CH43 1US. Please be advised the office out of hours number is for emergency use only and not to report repairs during out of hours or weekends.**

Signed:.....  .....

(9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.

(10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and 'The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.

(11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.

(12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.

(13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.

(14) Not to assign, sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such



consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.

(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy, to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £.....which will then be deposited by the Landlord into The Tenancy Deposit Scheme. This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon signing here, you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme, the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property, or its contents, caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months' notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit or Universal Credit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then

a) Agree that all Housing Benefit or Universal Credit be paid direct to the Landlord.

b) Notify the Department of Work & Pensions or Wirral Borough Council in writing of any change in circumstance which may affect benefit entitlement and send a copy to the Landlord.

c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord.

d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments.

e) Respond to correspondence and queries by Department of Work & Pensions or Wirral Borough Council Housing Department as and when required.

(22) With seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.

(24) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-

(25) Not to change, alter 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 any changes are approved by the Landlord, the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy and not, without the written consent of the Landlord, to make available a key to any other person.

(26) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord.

(27) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy, if required.

(28) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.

(29) Not to remove any of the said furniture, fixtures and effects from the premises.

(30) Tenants to insure their own personal possessions and furniture as these are not covered by the Landlord's building policy.

(31) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.

(32) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.

(33) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.

(34) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.

(35) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.

(36) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri 9am to 4pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out.

(37) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.

(38) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.

(39) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter



- (40) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (42) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or it's fixtures, fittings and furnishings, during the period of occupation by the Tenant. This will also apply to all internal decorations that must be the same on vacation as when the Tenant moved into the property.
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.**
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. **The Landlord will not be liable to provide a replacement.** The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required rent in advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.
- (51) It is a condition of this tenancy that anyone living at the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014.
- (52) Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- (53) In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.
- (54) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:****2 WEEKS NOTICE TO QUIT**

If rent is payable monthly, at least 2 months rent is unpaid

**GROUND 10:****2 WEEKS NOTICE TO QUIT**

Some rent lawfully due from the tenant is unpaid on the date on which proceedings for possession are begun

**GROUND 11:****2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:****2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:****IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due (whether legally demanded or not) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation, The Landlord shall be entitled to re-enter on the property (subject always to any statutory restriction on his power to do so, and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**5. PROVIDED** that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

**6. THE** Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

**THE GUARANTOR (if any) AGREES WITH THE LANDLORD:**

- A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.
- B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

I, the tenant authorise the Department of Work & Pensions, or Wirral Borough Council Housing Benefit team to divulge any information requested by my landlord or his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be paid direct to my landlord.

I understand that I can withdraw this consent at any time by notifying you via my journal, or by contacting the Department of Work & Pensions and Wirral Borough Council Housing Benefit team directly.

SIGNATURE OF TENANT CF Parry DATE: \_\_\_\_\_

NAME OF CLAIMANT \_\_\_\_\_

I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.

SIGNATURE OF TENANT \_\_\_\_\_ DATE: \_\_\_\_\_

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
- (ii) "The Tenant" includes the persons deriving title under the Tenant
- (iii) References to the Property includes references to any part or parts of the Property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

# This must be an address in England and Wales.

AS WITNESS to the hands of the parties hereto the day and year first above written

SIGNED by the above named ) LINDA J. MACMASTER  
(the Landlord) ) *L MacMaster*  
in the presence of ) *[Signature]*

SIGNED by the above named ) CARL PARRY  
(the Tenant) ) *[Signature]*  
in the presence of ) *CF Parry*

SIGNED by the above named ) *[Signature]*  
(the Guarantor) ) *[Signature]*  
in the presence of ) *[Signature]*

## Privacy Notice – MacMaster Properties Ltd / MacMaster Lettings Ltd / MacMaster Property Company

### Why we hold and process information

This notice sets out how we hold and process information we hold about you. We process personal information about our tenants and possible new tenants so we can provide residential accommodation. This includes:

- dealing with lettings;
- dealing with applications for tenancies;
- checking suitability for tenancies (including credit, immigration and similar checks);
- managing property;
- collecting rent;
- maintaining our accounts and records; and
- dealing with tenancy deposits.

Relevant information may include personal details, employment and education details and financial details. By law, we have to carry out immigration checks on new tenants and residents. We have to keep copies of the documents we inspect as part of these checks. We may keep these copies on computer.

### Sharing information with others

We may need to share personal information we process with others. If we have to do this, we will keep to data-protection legislation.

Depending on the circumstances, we may share information with:

- other landlords;
- employers;
- educational institutions, universities and colleges;
- suppliers (including gas, electricity and water companies) and service providers;
- financial organisations (including banks);
- credit- and tenant-reference agencies;
- tenancy deposit schemes;
- debt-collection and tracing agencies;
- public and government bodies (including those who deal with benefits and council tax);
- contractors and repairers;
- letting and managing agents; and
- any future owner of the property.

This does not mean that we necessarily share information with all of the above but we may do so if we need to. We do not use your information for direct marketing purposes.

### Council tax and utilities and services

To make sure that council tax and utility and service bills (including water charges) are correctly collected, we share information with the relevant local authority and utility or service providers. We also share this information to make sure that bills are sent to the correct person and charges and debts can be collected. By law, in certain geographic areas we have to pass information about who lives in a property to water companies. In all other areas, although this is voluntary, we may pass this information to water companies.

### Why we use your personal information

We may use the personal information you give us in a number of ways, for example to decide whether to let the property to you; to prevent fraud, for accounting and auditing purposes, for managing property or for debt collection.

### Right to gather information

You have the right to ask for a copy of the information that we hold about you. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information if this is not accurate.

To ask for this information, please write to us at MacMaster Properties Ltd, Exchange House, 80 Balls Road, Wirral, CH43 1US or email our office at [admin@macmasterproperties.co.uk](mailto:admin@macmasterproperties.co.uk)

For a more detailed copy of our Privacy Notice (for tenants, residents and guarantors) please visit our website [www.macmasterproperties.co.uk](http://www.macmasterproperties.co.uk)

May 2018

# AGREEMENT

for letting an unfurnished dwellinghouse  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988 (as amended 1996)

DATE: **1<sup>ST</sup> MAY 2018.**

**PARTIES:** 1. **THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Oxton  
Wirral, CH43 1US

2. **THE Tenant**  
Mrs Nikki Mathews  
C/O 23 Princes Way  
Wallasey, CH45 4PP

3. **THE Guarantor (if any) Shared / Joint**  
Damaryse Wheeler  
23 Princes Way  
Wallasey, CH45 4PP

**PROPERTY** The dwelling-house situated at and being:  
**FLAT 4, 14 SLATEY ROAD, BIRKENHEAD, WIRRAL, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months/year(s) From **2<sup>ND</sup> MAY 2018.**

**RENT £390.00 per calendar month**+(subject nevertheless as hereinafter provided )

+The period mentioned  
here will form the basis  
of any subsequent  
periodic tenancy.

**PAYABLE** [in advance] by 12 equal monthly payments

**FIRST** payment to be made on the **2<sup>ND</sup>** day of **THE** next, then on the first day of each calendar Month thereafter.

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

1. **THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
2. **THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves notice under paragraph 2 of Schedule to that Act.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

3. **IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

4. **THE** Tenant agrees with the Landlord -

(1) To pay the Rent at the times and in the manner aforesaid.



- (2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
- (b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.
- (3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy ( for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)
- (4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.
- (5) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.
- (6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.
- (7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) LANDLORD AND TENANT ACT 1985. **Please be advised we will carry out a property inspection during the first four months of the tenancy in order for us to assess the condition of the property.**
- (8) The Tenant 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 at the address contained herein for the service of documents.
- (9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.
- (10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and ' The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.
- (11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.
- (12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.
- (13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.
- (14) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.



(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £..... which will then be deposited by the Landlord into The Tenancy Deposit Scheme on cheque no 632 , BOOK 22 This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon Signing here you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then a) Agree that all Housing Benefit be paid direct to the Landlord. b) Notify the Housing Benefit Department in writing of any change in circumstance which may affect Benefit entitlement and send a copy to the Landlord. c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord. d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments. e) Respond to correspondence/queries or visits required from the Housing Verification Department, as and when required.

(22) With seven days of receipt there of, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To pay all fees, expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

(24) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.

(25) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-

(26) Not to change, alter 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 any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy. Not, without the written consent of the Landlord, to make available a key to any other person.

(27) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord

(28) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy.

(29) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.

(30) Not to remove any of the said furniture, fixtures and effects from the premises.

(31) **Tenants to insure** their own personal possessions and furniture as these are not covered by the Landlord's building policy.

(32) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.

(33) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.

(34) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.

(35) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month's notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.

(36) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.

(37) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.

(38) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri - 9am to 5.00pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out. All business relating to your Tenancy can be conducted on the following telephone number:

(0151) 653-5949

(39) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.

- (40) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.
- (41) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter.
- (42) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or its fixtures, fittings and furnishings, during the period of occupation by the Tenant. **This will also apply to all internal decorations, that must be the same on vacation as when the Tenant moved into the property.**
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.**
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. **The Landlord will not be liable to provide a replacement.** The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.
- (51) Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- (52) In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.

(53) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:****2 WEEKS NOTICE TO QUIT**

The Tenant owes 2 months rent.

**GROUND 11:****2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:****2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:****IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

(54) Notice will be served by the Landlord in accordance with The Law of Property Act 1925 S196(5), which allows notice to be sufficiently served if left at the property.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due ( whether legally demanded or not ) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation

The Landlord shall be entitled to re-enter on the property ( subject always to any statutory restriction on his power to do so ) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**THE GUARANTOR: ( If any ) AGREES WITH THE LANDLORD:** A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities , costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties

5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

6a I, the tenant authorise the Housing Benefit Office to divulge any information requested by my landlord his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be made direct to my landlord.

SIGNATURE OF TENANT

6b I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.

SIGNATURE OF TENANT

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the Property includes references to any part or parts of the Property.

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The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

# This must be an address in England and Wales.

AS WITNESS to the hands of the parties hereto the day and year first above written

SIGNED by the above named (the Landlord) in the presence of

) LINDA J. MACMASTER  
)

SIGNED by the above named (the Tenant) in the presence of

) NIKKI MATHEWS  
)

SIGNED by the above named (the Guarantor) in the presence of

) DAMARYCE WHEELER  
)







**AGREEMENT**

for letting an unfurnished dwellinghouse  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988 (as amended 1996)

All tenants deemed to be sharing or residing in multiple occupation are jointly and severally responsible for the "whole" of the rent. The landlord is under no obligation to accept the tenants notice during the fixed term if one of more of the tenants wishes to vacate. The landlord is under no obligation to accept a substitute tenant recommended by any other tenants. It is the tenants responsibility under the clause "joint and several" the liability is on the remaining tenant/s to either vacate the property or pay the higher level of rent.

**DATE:** 26<sup>TH</sup> JUNE 2014.

**PARTIES: 1. THE Landlord**  
MacMaster Properties Limited  
Exchange House  
80 Balls Road  
Oxton  
Wirral, CH43 1US

**2. THE Tenant**  
James Morrell  
127 Grant Road  
Leasowe, CH46 2RX

**3. THE Guarantor (if any) Shared / Joint**

**PAYING DOUBLE DEPOSIT**

**PROPERTY** The dwelling-house situated at and being:  
**FLAT 8, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

TOGETHER WITH THE FIXTURES AND EFFECTS THEREIN  
(AN INVENTORY OF WHICH IS ANNEXED HERETO)

**TERM** A term certain of 6 \*months/year(s) From 16<sup>TH</sup> JULY 2014.

**RENT** £390.00 per calendar month+(subject nevertheless as hereinafter provided )

+The period mentioned here will form the basis of any subsequent periodic tenancy.

**PAYABLE** [in advance] by 12 equal monthly payments

**FIRST** payment to be made on the 16<sup>TH</sup> day of **THE** next, then on the first day of each calendar Month thereafter.

**GUARANTOR-** is a person who pledges that they will honour all the obligations of the tenant (terms and conditions herein) to include the payment of the "whole" rent if the tenant defaults on his/her financial obligations to the landlord. The guarantor must be made aware that he/she will be taking on a serious financial liability to include any legal proceedings that may be enforced as signatory of this agreement.

1. **THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
2. **THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves notice under paragraph 2 of Schedule to that Act.

**2a. AFTER THE INITIAL PERIOD STATED ABOVE, THIS ASSURED SHORTHOLD TENANCY WILL BECOME A STATUTORY PERIODIC TENANCY ON THE SAME TERMS AND CONDITIONS AS STATED HEREIN, AFTER THE INITIAL TERM.**

3. **IF** the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property (but not to include any form of negligence or other act or omission by a Tenant or his family, visitors, etc) is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Part 1 of the Arbitration Act 1996.

4. **THE** Tenant agrees with the Landlord -

- (1) To pay the Rent at the times and in the manner aforesaid.

(2) (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.

(b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any times hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof.

(3) To pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy ( for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as actual consumption)

(4) The Tenant agrees to take the property insofar as the Landlord can grant the Tenant rights to use the occupation of the Property, together with its furniture and effects as may be listed in the accompanying inventory. The Tenant also confirms that the property has been inspected and found it suitable for his/her purposes and in a clean condition and in good repair.

(5) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.

(6) To keep in good and complete repair order and condition (damage by accidental, unforeseen and unavoidable fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair). To keep all carpets supplied under this Tenancy in the same condition they were at the start of the Tenancy. To replace all defective tap washers, fuses, light bulbs, fluorescent tubes, fences, toilet seats, window locks and cooker handles as and when necessary. Any damage to internal or external doors, inclusive of locks, hinges and handles are the responsibility of the tenant and not MacMaster Properties Limited.

(7) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair. Except that the Landlord reserves the right if he/she considers that there is a danger to the property and/or adjoining tenants due to any failure, flooding or escape of water, gas or electricity supply. As stated in Section 11(3) **LANDLORD AND TENANT ACT 1985**.

(8) The Tenant 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 at the address contained herein for the service of documents.

(9) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels of the property of the Tenant or any such person therein by reason of any defect on the premises or through neglect, default or misconduct of any agent or other person employed by the Landlord.

(10) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number. Where two or more persons included from time to time in the expression 'The Landlord' and ' The Tenant' covenants entered into or accepted by such persons shall be deemed to be contracted jointly and several and to be performed accordingly.

(11) To use the Property as and for a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever.

(12) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.

(13) Not to do or suffer to be done in or upon the Property any act or said thing which may be deemed to be nuisance, damage or annoyance, to the Landlord or the tenants or occupiers of any of the adjoining premises.

(14) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.

(15) Within seven days of the receipt by the Tenant of any notice given under the Party Wall etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence of the said notice unless required to do so by the Landlord.

(16) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenancy herein contained.

**(17) To pay the Landlord upon the signing here of a Deposit of £350.00 PAID 26<sup>TH</sup> JUNE 2014. which will then be deposited by the Landlord into The Tenancy Deposit Scheme on cheque no 385 This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redecoration or damage to carpets etc, and also for any legal proceedings which may be commenced by the Landlord against the Tenant.**

**Also upon Signing here you agree to pay £..... rent in advance.**

**On a weekly payment plan of £.....**

**Failure to adhere to this payment plan may result in your Assured Shorthold Tenancy not being renewed.**

The Deposit paid in full will be held in accordance with the Tenancy Deposit Scheme rules issued by the relevant Tenancy Deposit Scheme. No interest will be paid to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

Subject to any relevant provisions of the rules of the relevant Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e which as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

(18) Prior to vacation of the property, it is a condition of the tenancy that you supply your forwarding address and ensure your rent account is paid up to date. At the time of vacation if there is outstanding rent on your rent account and you have failed to supply a forwarding address, you will be charged a tracing fee plus administration costs together with any court fees should we need to recover any outstanding monies.

(19) The above mentioned deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy, this also applies when the Tenant having signed a Tenancy Agreement fails to take up the Tenancy or fails to give the required one months notice.

(20) Subject to clauses 17 and 18, the deposit will be refunded to the Tenant at the termination of the Tenancy by cheque upon the Tenant providing proof that all gas, electric, telephone, council tax and water rates bills for the property have been paid. Nil notification from Housing Benefit is also required. The Landlord also requires a forwarding address on order to forward any mail. The date of the termination of the tenancy will be the date we receive the keys back to our office.

(21) If, as a Tenant, you are entitled to Housing Benefit, now or in the future, the Tenant shall immediately upon making such a claim advise the Landlord and will then a) Agree that all Housing Benefit be paid direct to the Landlord. b) Notify the Housing Benefit Department in writing of any change in circumstance which may affect Benefit entitlement and send a copy to the Landlord. c) Agree to indemnify the Landlord should Housing Benefit seek to claim an alleged overpayment of Housing Benefit from the Landlord. d) Pay any shortfall in rent to the Landlord each time the Tenant receives any benefit payments. e) Respond to correspondence/queries or visits required from the Housing Verification Department, as and when required.

(22) With seven days of receipt there of, to send to the Landlord all correspondence addressed to the Landlord or the owner of the premises and any notice, order or proposal relating to the premises (or any building of which the premises form part) given, made or issued under or by any virtue of any statute, regulation, order, direction or by-law by any competent authority.

(23) To pay all fees, expenses and costs (including solicitors counsels and surveyors fees) incurred by the Landlord in preparing and serving a notice on the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

(24) To notify the Landlord promptly after any event which cause or may cause any damage to the premises or which may give rise to a claim under the insurance of the premises.

- (25) Not to leave the premises vacant for more than 28 consecutive days without the written consent of the Landlord, or to leave the premises unsecured at any time.-
- (26) Not to change, alter 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 any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord. The Tenant agrees to return all such keys to the Landlord at the end of the Tenancy. Not, without the written consent of the Landlord, to make available a key to any other person.
- (27) Not to apply to change the telephone number of the premises, or to discontinue an existing line without the prior written consent of the Landlord
- (28) To pay for the professional cleaning of the premises and all the contents at the end of the Tenancy.
- (29) Within the last month of the Tenancy to permit the Landlord or the Landlord's agents, at a reasonable hour in the daytime to enter and view the premises with prospective Tenants or purchasers thereof.
- (30) Not to remove any of the said furniture, fixtures and effects from the premises.
- (31) **Tenants to insure** their own personal possessions and furniture as these are not covered by the Landlord's building policy.
- (32) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than the dustbins provided. Not to permit any waste, spoil or destruction to the property.
- (33) It is a condition of Tenancy that washing machines are NOT to be left unattended when in use. Considerable damage has been caused to furnishings, plasterwork, etc. by washing machines overflowing when left unattended. Any such damage caused must be remedied at the full cost of the Tenant.
- (34) If a burglar alarm is fitted in the house/flat, then it is the responsibility of the Tenant (not the Landlord) to ensure that the alarm does not cause any annoyance to neighbours. If damage is caused to the alarm system, flat doors, etc. by the police or other persons taking steps to silence an alarm which is causing annoyance, then the Tenant will be held responsible for the cost of any necessary repairs. The Landlord must be given the alarm number if an alarm is fitted, in case of an emergency. It is the responsibility of the Tenant to notify the Landlord if the alarm number is changed. The Tenant is also responsible for the replacement of emergency back-up batteries, as and when required.
- (35) The Tenant may terminate this Tenancy by giving the Landlord one full calendar month's notice in writing at the Landlord/Agent's address, in accordance with Section 48 Landlord And tenant Act 1987. Rent is due and payable if the full period of Notice is not given to the Landlord/Agent.
- (36) Condensation can cause a problem in houses and flats. The Landlord will take all reasonable and practicable steps to remedy the problem. The Tenant, also, must take all reasonable and practicable steps including the provision of a suitable level of heating and ventilation in the flat/house. Any damage to decorations etc. caused by the negligence of the Tenant, or any visitors, family members or representatives of the Tenant, will be remedied by the Landlord at the expense of the Tenant.
- (37) It is a condition of Tenancy, that where a car park is provided, that each Tenant may have the use of one car parking space each, if available. This is subject to mutual agreement between all Tenants who possess cars. All cars must be in daily use, have a valid road tax disc and be roadworthy. The Tenant 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. This applies to any vehicle including perambulators.
- (38) A call-out fee of £20.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri - 9am to 5.00pm) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out. All business relating to your Tenancy can be conducted on the following telephone number:
- (0151) 653-5949**
- (39) It is a condition of Tenancy that **NO PETS** are allowed in the flat/house except by prior written consent from the Landlord, where consent is given, the Tenant must keep any such pet under proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.
- (40) This agreement is personal to the Tenant, who agrees that no person other than the Tenant may reside in the premises other than the Tenant's immediate family, i.e. wife/husband and children the Tenant who are below the age of 18 years.

- (41) Tenants and their visitors must take all reasonable precautions to ensure that waste pipes, traps, gullies, drains and sewers are not obstructed. This refers, in particular, to the disposal of sanitary protection, disposable nappies or other objects or materials, which may cause obstruction. Any obstruction caused by a Tenant will be cleared by the Landlord at the expense of the Tenant as applicable. Not to discharge in the drains any oil, grease, dangerous or explosive matter.
- (42) Where your accommodation is provided with full Gas Central Heating and also gas fire(s), the Landlord reserves the right, at his discretion, to remove the fire(s) at any time, should the Landlord deem it necessary, without providing a replacement fire(s).
- (43) Following notification by the Tenant to the Landlord of the Tenant's intention to vacate the property, an inspection of the property will be carried out in accordance with Section 4.6 of your Assured Shorthold Tenancy Agreement. At the discretion of the Landlord, all or part of the Deposit monies paid for the property, may be retained and used to pay for all or part of the cost of any damage or undue wear and tear caused to the property or its fixtures, fittings and furnishings, during the period of occupation by the Tenant. **This will also apply to all internal decorations, that must be the same on vacation as when the Tenant moved into the property.**
- (44) Where a metal locking grille gate or window security grilles or similar to the house/flat for security reasons, then Tenants and their guests/visitors must ensure that they are kept locked at all times.
- (45) Where fixed glass in a house/flat is broken, it is the responsibility of the Tenant to replace it immediately with similar glass at their own expense.
- (46) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property upon vacation. If, upon the date of vacation, any furniture or rubbish is left at the property, the Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy. This will be done by whatever means the Landlord considers suitable, including total destruction if necessary, and the Tenant 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. A £50.00 deduction will be made from the deposit towards the cost of removal and tipping. The Wirral Borough Council ERIC Removal Service will normally remove unwanted items free of charge and the Tenant can contact them on 0151-666 5252.
- (47) Where a cooker/cooking appliance is supplied by the Landlord, the Landlord may at any time remove the cooker if it is deemed unsafe for use or irreparable. The Landlord will not be liable to provide a replacement. The Landlord has no control over the actions of the Tenant or his family or visitors when any cooking appliances, fitted gas fires or similar are cleaned, repaired, moved or altered by the Tenant, who must exercise all reasonable care in their use.
- (48) The Landlord reserves the right to apply for immediate possession if The Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the immediate locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.
- (49) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Act 1988 and 1996 such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (50) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.
- (51) **Any Notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.**
- (52) **In the event of the Landlord commencing legal proceedings against the Tenant it will result in you as the Tenant incurring full legal costs including any solicitor's cost and tracing agencies fees.**



(53) The Landlord has the right to gain possession of the house/flat on the grounds stated in the Housing Acts 1988 and 1996, which include among others:

**GROUND 8:**

**2 WEEKS NOTICE TO QUIT**

The Tenant owes 2 months rent.

**GROUND 11:**

**2 WEEKS NOTICE TO QUIT**

The Tenant is persistently late in paying his/her rent.

**GROUND 13:**

**2 WEEKS NOTICE TO QUIT**

The condition of the property has deteriorated because of the behaviour of the Tenant or any other person living there.

**GROUND 14:**

**IMMEDIATE NOTICE TO QUIT**

The Tenant, or someone living in or visiting the Property, (a) has caused or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality or (b) has been convicted of using the Property, or allowing it to be used for immoral and illegal purposes or an arrestable offence committed in the Property or the locality.

(54) Notice will be served by the Landlord in accordance with The Law of Property Act 1925 S196(5), which allows notice to be sufficiently served if left at the property.

**FORFEITURE CLAUSE: PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**

- A) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due ( whether legally demanded or not ) or
- B) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied, or
- C) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property, or
- D) If the Tenant being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property, or
- E) In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1998 as amended by Housing Act 1996, or
- F) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by a) the Tenant or b) by a person acting at the Tenant's instigation

The Landlord shall be entitled to re-enter on the property ( subject always to any statutory restriction on his power to do so ) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

**THE GUARANTOR: ( If any ) AGREES WITH THE LANDLORD:** A) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

B) If the Tenant fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities , costs and expenses arising out of or in connection with the failure to pay default incurred by the Landlord in connection therewith

C) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or, neglect of giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

D) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties



5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

6a I, the tenant authorise the Housing Benefit Office to divulge any information requested by my landlord his/her agents, to include my personal circumstances, entitlement, rent restrictions, backdating and any other detail of my claim which may help my Landlord or his/her agents to assist me with my Housing Benefit claim and confirm that I wish my rent payments to be made direct to my landlord.

SIGNATURE OF TENANT *Morrell*

6b I, the tenant give authority to Housing Benefit that if upon my vacation I have not provided MacMaster Properties Limited with my forwarding address Housing Benefit can disclose it in order for MacMaster Properties Limited to finalise my rent account.

SIGNATURE OF TENANT *Morrell*

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 is applicable to the tenancy.

8. WHERE the context admits -

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the Property includes references to any part or parts of the Property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord the Tenant at the following address:#

# This must be an address in England and Wales.

**EXCHANGE HOUSE  
80 BALLS ROAD  
OXTON  
WIRRAL  
CH43 1US**

AS WITNESS to the hands of the parties hereto the day and year first above written

SIGNED by the above named ) LINDA J. MACMASTER  
(the Landlord) )  
in the presence of ) *L. J. MacMaster*

SIGNED by the above named ) JAMES MORRELL  
(the Tenant) )  
in the presence of ) *Morrell*

SIGNED by the above named ) IAN DOYLE X  
(the Guarantor) )  
in the presence of )

**HOUSING ACT 1996**

Section 21 (1)(b)

**Assured Shorthold Tenancy : Notice Requiring Possession**

Notes)

(1) Name and address of tenant

To <sup>(1)</sup> **JAMES MORRELL**

of **FLAT 8, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

(2) Name and address of landlord

From **MACMASTER PROPERTIES LIMITED**

(Note 2 overleaf)

of **Exchange House, 80 Balls Road, Oxtton, Wirral CH43 1US**

(3) Address of dwelling.

I give you notice that I require possession of the dwelling house known as <sup>(3)</sup> **FLAT 8, 14 SLATEY ROAD, OXTON, WIRRAL, CH43 4UF**

(4) Date of expiry ( Note 3 overleaf)

on/after<sup>(4)</sup> **13<sup>TH</sup> JANUARY 2015.**

**or, if the notice is otherwise invalid, at the end of a period of your tenancy which will end after the expiry of two months from the service upon you of this notice"**

(5) Note 3 overleaf.

Dated<sup>(5)</sup> **14<sup>TH</sup> JULY 2014.**

*L. G. MacMaster*

Landlord: **MACMASTER PROPERTIES LIMITED**

(6) Name and address.

[Landlord's agent]<sup>(6)</sup> **N/A**

**NOTES.**

1. On or after coming to an end of a fixed term assured shorthold tenancy, a court must make an order for possession if the landlord has given a notice in this form.
2. Where there are joint landlords, at least one of them must give this notice.
3. The length of the notice must be at least two months and the notice may be given before or on the day on which the fixed term comes to an end

Delivered by:.....*[Signature]*.....

Date:.....*2.7.14*.....