

AGREEMENT

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

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

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

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

DATE 22 February 2001

PARTIES: 1. THE Landlord
MacMaster Properties Ltd
Exchange House
80 Balls Road
Oxton
Wirral
L43 1US

2. THE Tenant
Mr Roy Kelly & Miss Kim Jackson
Flat 1, 16 Slatey Road, Oxton
Birkenhead CH43 4UF

3. THE Guarantor

PROPERTY The dwelling-house situated at and being
Flat 1, 16 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 26 February 2001

RENT £60.00 per week +(subject nevertheless as hereinafter provided)

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

PAYABLE [in advance] in equal four weekly payments

FIRST payment to be made on the 25th day of February next

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 I Chapter 11 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 a notice under paragraph 2 of Schedule 2A to that Act.

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 is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to 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 the 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 to 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 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 in at the start of the Tenancy . To replace all defective tap washers, fuses, light bulbs and fluorescent tubes 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. 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 the 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 and 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 dwellinghouse only and not to carry on or permit to be carried on upon the property and profession or 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 thing which may be a nuisance damage or annoyance to the Landlord or the tenants or occupiers of any of the adjoining premises.

(14) Not 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 Tenants (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 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 £250.00 to be held by the Landlord against any liability of the Tenant arising under this agreement. Such as arrears of rent, any necessary repairs 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.

(19) The deposit will be refunded to the Tenant 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 in order post 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 circumstances 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.

(21) Within 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 causes 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.
- (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. Not, without the written consent of the Landlord, make available a key to any other person.
- (26) Not to apply to change the telephone number of the premises.
- (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 Landlords' 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 permit any waste, spoil or destruction to the property.
- (33) It is a condition of the 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.
- (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 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 is 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 months notice in writing at the Landlord/Agent 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 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 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 used 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 £ 10.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri 9.0a.m to 5.00p.m) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out.

(39) In the case of any queries regarding your Assured Shorthold Tenancy Agreement, or emergencies, your Landlord can be contacted on (0151) 653-5949

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

(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 of the Tenant who are below the age of 18 years.

(42) Not to use the premises for any illegal or immoral purposes.

(43) The 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 that 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.

(44) Where your accommodation is provided with full gas central Heating and 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).

(45) 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, fitting and furnishings, during the period of occupation by the Tenant. This will apply to all internal decorations.

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

(47) Where a metal locking grille gate is fitted to the rear door of the house/flat for security reasons, then Tenants and there guests/ visitors must ensure that it is kept locked at all times.

(48) 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.

(49) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property prior to 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 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.

(50) 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.

(51) The Landlord has the right to apply for possession if the Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the 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.

(52) 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.

(53) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to cover any Housing Benefit shortfall. Also rent paid in arrears by Housing Benefit.

(54) The Landlord retains the right to gain possession of the Property on the grounds stated in the Housing Acts 1988 and 1996. These 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 in the locality.

(55) 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 premises.

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 1988 as amended by the 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 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 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 arrears 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.

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 by the Tenant at the following address:#

This must be an address in England and Wales.

**EXCHANGE HOUSE
80 BALLS ROAD
OXTON
WIRRAL
L43 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)) *L J MacMaster*
in the presence of) *L. Coore*

SIGNED by the above named) **Mr Roy Kelly & Miss Kim Jackson**
(the Tenant)) *K. Jackson*
in the presence of) *L. Coore*

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

DATED **22 February 2001**

MACMASTER PROPERTIES LTD

and

Mr Roy Kelly & Miss Kim Jackson

and

(Guarantor)

AGREEMENT

for letting unfurnished dwellinghouse at

**Flat 1, 16 Slatey Road
Oxton, Wirral,
CH43 4UF,**

on assured shorthold tenancy

Rent £60.00 per week.

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: 1ST September 2021

PARTIES: 1. THE Landlord
MacMaster Properties Limited
Unit 3, Woodside Business Park
Shore Road, Birkenhead, CH41 1EP

2. THE Tenant
Mr Phillip Piercy
Flat 5, 14 Slatey Road, Oxtou, Birkenhead, CH43 4UF

3. THE Guarantor (if any) Shared / Joint

PROPERTY The dwelling-house situated at and being:
Flat 2, 16 SLATEY ROAD, OXTON, 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: 06TH September 2021

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 6th day of September, 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 Lettings 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 admin@macmasterproperties.co.uk or alternatively sent to our office address MacMaster Properties Limited, Unit 3, Woodside Business Park, Shore Road, Birkenhead, CH41 1EP. 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 £nil 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 £N/A

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 of 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 *x*  DATE: 7.9.21

NAME OF CLAIMANT PHILLIP PIERCY

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 *x*  DATE: 7.9.21

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.

**UNIT 3, WOODSIDE BUSINESS PARK
SHORE ROAD, BIRKENHEAD, CH41 1EP**

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) 

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

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 Limited, Unit 3, Woodside Business Park, Shore Road, Birkenhead, CH41 1EP** or email our office at 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

Dec 2020

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: 6th October 2003

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

2. THE Tenant
Kelly Anderson
74 Acres Road
Bebington, Wirral, CH63 7QH

3. THE Guarantor (if any) Shared / Joint

PROPERTY The dwelling-house situated at and being:

FLAT 3, 16 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 7TH October 2003

RENT £80.00 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 7th day of **October** 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 11 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, 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 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. 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 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.

(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 proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.

(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 cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.

(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 pre

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
Kelly Anderson

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

KELLY ANDERSON
K Anderson

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

Kelly Anderson

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: 16th February 2004

PARTIES: 1.

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

2. THE Tenant

Ms Anne Williams
9 Girtrell Close
Saughall Massie
Wirral, CH49 4QG

3. THE Guarantor (if any) Shared / Joint

Mr Graham Williams
29 Stavordale Road
Moreton, Wirral

PROPERTY The dwelling-house situated at and being:

FLAT 4, 16 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 23RD FEBRUARY 2004

RENT £80.00 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 23RD 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 £250.00 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:**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*
)
) *[Signature]*

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

) **ANNE WILLIAMS**

) *A. Williams*
) *[Signature]*

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

) **MR GRAHAM WILLIAMS**

) *[Signature]*
) *[Signature]*

AGREEMENT

for letting an unfurnished dwellinghouse
on an assured shorthold tenancy

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

DATE: **7TH DECEMBER 2016.**

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

2. **THE Tenant**
Nicola Campell
Flat 1, 70 Grange Road West
Birkenhead, CH41 4BD

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

PROPERTY The dwelling-house situated at and being:
FLAT 5, 16 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 **12TH DECEMBER 2016.**

RENT £476.66 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 **12TH** 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 £..... which will then be deposited by the Landlord into The Tenancy Deposit Scheme on cheque no 644, BOOK 20
This deposit will be held against any liability of the tenant arising under this agreement. Such as arrears of rent, any necessary repairs/damage/redcoration 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 *W Campbell*

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 *W Campbell*

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)) *L MacMaster*
in the presence of) *N Edge*

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

SIGNED by the above named) *W Campbell*
(the Guarantor)) *N Edge*
in the presence of) *W. CAMPBELL*

Exchange House, 80 Balls Road, Birkenhead,
Wirral, CH43 1US
Telephone: 0151 653 5949 Fax: 0151 653 4878
e-mail: admin@macmasterproperties.co.uk
website: www.macmasterproperties.com

19 February 2019

Ms Kelly Anderson
Flat 3, 16 Slatey Road
Wirral
CH43 4UF

Dear Kelly,

Proposed rent increase: Flat 3, 16 Slatey Road

I am writing with regards to your assured shorthold tenancy at the above property. As you aware, MacMaster Properties Ltd have not applied a rent increase since January 2009.

As you see from the attached Form 4 (Landlord's Notice proposing a new rent) under the Housing Act 1988 Section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003, we are intending to increase your weekly rent from the current £90.00 per week to £94.50 per week, this being a rent increase of 5% (or less), as from **7 April 2019**.

We therefore advise that you amend any standing orders to cover this proposed rent increase. If you are claiming Housing Benefit or Universal Credit, we suggest you notify them of this change as they may be able to help you toward the rent increase.

I trust this is satisfactory, but if you should have any queries, please do not hesitate to contact our office.

Yours sincerely,

MacMaster Properties Ltd



Registered in England 1549947. Registered Office: c/o Topping Partnership
Incom House, Waterside, Trafford Park, Manchester M17 1WD
Directors: D.A. MacMaster, G.I.F. MacMaster L.J. MacMaster (Director/Secretary)

"We are now Wirral Borough Council Accredited Landlord"

Exchange House, 80 Balls Road, Birkenhead,
Wirral, CH43 1US
Telephone: 0151 653 5949 Fax: 0151 653 4878
e-mail: admin@macmasterproperties.co.uk
website: www.macmasterproperties.com

19 February 2019

Ms Ann Williams
Flat 4, 16 Slatey Road
Wirral
CH43 4UF

Dear Ann,

Proposed rent increase: Flat 4, 16 Slatey Road

I am writing with regards to your assured shorthold tenancy at the above property. As you aware, MacMaster Properties Ltd have not applied a rent increase since January 2009.

As you see from the attached Form 4 (Landlord's Notice proposing a new rent) under the Housing Act 1988 Section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003, we are intending to increase your weekly rent from the current £85.00 per week to **£89.25 per week**, this being a rent increase of 5% (or less), as from **23 April 2019**.

We therefore advise that you amend any standing orders to cover this proposed rent increase. If you are claiming Housing Benefit or Universal Credit, we suggest you notify them of this change as they may be able to help you toward the rent increase.

I trust this is satisfactory, but if you should have any queries, please do not hesitate to contact our office.

Yours sincerely,

MacMaster Properties Ltd



Registered in England 1549947. Registered Office: c/o Topping Partnership
Incom House, Waterside, Trafford Park, Manchester M17 1WD
Directors: D.A. MacMaster, G.I.F. MacMaster L.J. MacMaster (Director/Secretary)

"We are now Wirral Borough Council Accredited Landlord"

3rd November 2008
Ms. K. Anderson
F3. 16. Slaty Rd
Oxton
Birkenhead
CH43 4UF

MACMASTER
PROPERTIES LTD EST 1970 INC 1981

Exchange House, 80 Balls Road, Birkenhead,
Wirral, CH43 1US
Telephone: 0151 653 5949 Fax: 0151 653 4678
e-mail: admin@macmasterproperties.co.uk

Dear *Kerry*.

2-MONTHS NOTICE OF RENT INCREASE

We write to advise you of an increase in your rent, as listed below:

Present Rent £... *85.00*
Increase per week £... *5.00*
New rent as from *3rd January 09* £... *90.00*

Tenants who Claim Housing Benefit:

For those tenants who claim housing benefit, we would suggest that you to take this notification to the Housing Benefit Department to prove that you have had a "change in your circumstances". This rent increase well may affect your future housing benefit entitlement and housing benefit shortfall.

Tenants who Pay Housing Benefit Shortfall from their Bank Account:

We are also requesting that all tenants pay their housing benefit shortfall into our bank and for this purpose, we enclose the appropriate bank mandate form, which should be completed and handed into your bank personally. We would suggest that you ask your bank for written confirmation that they have received this request from yourself.

If you have any queries, please do not hesitate to contact us.

Yours sincerely,

Janet Hughes

JL MRS. L.J. MACMASTER

MPL

Registered in England 1649947. Registered Office: c/o Topping Partnership
9th Floor, 8 Exchange Quay, Salford Quays, Manchester M5 3EJ
Directors: I.D. MacMaster, D.A. MacMaster, G.I.F. MacMaster L.J. MacMaster (Director/Secretary)

landlord
accreditation
las
scheme

"We are now a Wirral Borough Council Accredited Landlord"

AGREEMENT

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

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

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

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

DATE 22 February 2001

PARTIES: 1. THE Landlord
MacMaster Properties Ltd
Exchange House
80 Balls Road
Oxton
Wirral
L43 1US

2. THE Tenant
Mr Roy Kelly & Miss Kim Jackson
Flat 1, 16 Slatey Road, Oxton
Birkenhead CH43 4UF

3. THE Guarantor

PROPERTY The dwelling-house situated at and being
Flat 1, 16 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 26 February 2001

RENT £60.00 per week +(subject nevertheless as hereinafter provided)

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

PAYABLE [in advance] in equal four weekly payments

FIRST payment to be made on the 25th day of February next

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 I Chapter 11 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 a notice under paragraph 2 of Schedule 2A to that Act.

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** is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to 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 the 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 to 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 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 in at the start of the Tenancy . To replace all defective tap washers, fuses, light bulbs and fluorescent tubes 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. 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 the 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 and 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 dwellinghouse only and not to carry on or permit to be carried on upon the property and profession or 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 thing which may be a nuisance damage or annoyance to the Landlord or the tenants or occupiers of any of the adjoining premises.

(14) Not 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 Tenants (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 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 £250.00 to be held by the Landlord against any liability of the Tenant arising under this agreement. Such as arrears of rent, any necessary repairs 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.

(19) The deposit will be refunded to the Tenant 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 in order post 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 circumstances 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.

(21) Within 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 causes 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.

(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. Not, without the written consent of the Landlord, make available a key to any other person.

(26) Not to apply to change the telephone number of the premises.

(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 Landlords' 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 permit any waste, spoil or destruction to the property.

(33) It is a condition of the 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.

(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 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 is 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 months notice in writing at the Landlord/Agent 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 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 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 used 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 £ 10.00 will be payable if the managing agents have to call to a property outside office hours (Mon to Fri 9.0a.m to 5.00p.m) with replacement door keys, due to the Tenant having either mislaid their own keys or locked themselves out.

(39) In the case of any queries regarding your Assured Shorthold Tenancy Agreement, or emergencies, your Landlord can be contacted on (0151) 653-5949

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

(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 of the Tenant who are below the age of 18 years.

(42) Not to use the premises for any illegal or immoral purposes.

(43) The 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 that 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.

(44) Where your accommodation is provided with full gas central Heating and 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).

(45) 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, fitting and furnishings, during the period of occupation by the Tenant. This will apply to all internal decorations.

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

(47) Where a metal locking grille gate is fitted to the rear door of the house/flat for security reasons, then Tenants and there guests/ visitors must ensure that it is kept locked at all times.

(48) 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.

(49) It is the responsibility of the Tenant to ensure all their furniture and rubbish is removed from the property prior to 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 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.

(50) 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.

(51) The Landlord has the right to apply for possession if the Tenant, or someone living in or visiting the property has caused an annoyance to someone living in or visiting the 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.

(52) 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.

(53) To pay the Landlord upon signing the required Rent in Advance, which when necessary will be used to cover any Housing Benefit shortfall. Also rent paid in arrears by Housing Benefit.

(54) The Landlord retains the right to gain possession of the Property on the grounds stated in the Housing Acts 1988 and 1996. These 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 in the locality.

(55) 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 premises.

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 1988 as amended by the 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 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 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 arrears 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.

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 by the Tenant at the following address:#

This must be an address in England and Wales.

**EXCHANGE HOUSE
80 BALLS ROAD
OXTON
WIRRAL
L43 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)) *L J MacMaster*
in the presence of) *L. Coop*

SIGNED by the above named) **Mr Roy Kelly & Miss Kim Jackson**
(the Tenant)) *K. Jackson*
in the presence of) *L. Coop*

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

DATED **22 February 2001**

MACMASTER PROPERTIES LTD

and

Mr Roy Kelly & Miss Kim Jackson

and

(Guarantor)

AGREEMENT

for letting unfurnished dwellinghouse at

**Flat 1, 16 Slatey Road
Oxton, Wirral,
CH43 4UF,**

on assured shorthold tenancy

Rent £60.00 per week.

✓

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: 1ST September 2021

PARTIES: 1. THE Landlord
MacMaster Properties Limited
Unit 3, Woodside Business Park
Shore Road, Birkenhead, CH41 1EP

2. THE Tenant
Mr Phillip Piercy

3. THE Guarantor (if any) Shared / Joint

Flat 5, 14 Slatey Road, Oxtou, Birkenhead, CH43 4UF

PROPERTY The dwelling-house situated at and being:
Flat 2, 16 SLATEY ROAD, OXTON, 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: 06TH September 2021

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 6th day of September, 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 Lettings 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 admin@macmasterproperties.co.uk or alternatively sent to our office address MacMaster Properties Limited, Unit 3, Woodside Business Park, Shore Road, Birkenhead, CH41 1EP. 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 £nil 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 £N/A

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: 7.9.21

NAME OF CLAIMANT PHILLIP PIERCY

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: 7.9.21

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.

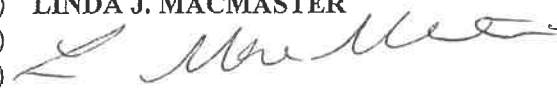

9. NOTICE under section 48 of the Landlord and Tenant Act 1987


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.

**UNIT 3, WOODSIDE BUSINESS PARK
SHORE ROAD, BIRKENHEAD, CH41 1EP**

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) 

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

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 Limited, Unit 3, Woodside Business Park, Shore Road, Birkenhead, CH41 1EP or email our office at 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

Dec 2020

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: 6th October 2003

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

2. THE Tenant
Kelly Anderson
74 Acres Road
Bebington, Wirral, CH63 7QH

3. THE Guarantor (if any) Shared / Joint

PROPERTY The dwelling-house situated at and being:

FLAT 3, 16 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 7TH October 2003

RENT £80.00 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 7th day of **October** 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 -

(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, 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 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. 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/re-decoration 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 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.

(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 proper control. The Tenant must also pay for any cleaning or repairs necessary due to the action of their pet.

(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 cover any Housing Benefit shortfall and any rent paid in arrears by Housing Benefit.

(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 pre

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
Kelly Anderson

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

KELLY ANDERSON
Kelly Anderson

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

Kelly Anderson

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: 16th February 2004

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

2. THE Tenant
Ms Anne Williams
9 Girtrell Close
Saughall Massie
Wirral, CH49 4QG

3. THE Guarantor (if any) Shared / Joint
Mr Graham Williams
29 Stavordale Road
Moreton, Wirral

PROPERTY The dwelling-house situated at and being:

FLAT 4, 16 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 23RD FEBRUARY 2004

RENT £80.00 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 23RD 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 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, 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 £250.00 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:

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
[Signature]

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

ANNE WILLIAMS

A. Williams
[Signature]

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

MR GRAHAM WILLIAMS

[Signature]
[Signature]

AGREEMENT

for letting an unfurnished dwellinghouse
on an assured shorthold tenancy

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

DATE: 7TH DECEMBER 2016.

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

2. THE Tenant
Nicola Campell
Flat 1, 70 Grange Road West
Birkenhead, CH41 4BD

3. THE Guarantor (if any) Shared / Joint

PROPERTY The dwelling-house situated at and being:
FLAT 5, 16 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 **12TH DECEMBER 2016.**

RENT £476.66 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 **12TH** 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.

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 644, BOOK 20 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 *L Campbell*

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 *L Campbell*

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) *N. Campbell*

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

SIGNED by the above named) *L Campbell*
(the Guarantor)) *N. Campbell*
in the presence of) *N. Campbell*

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: 23rd 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:24TH 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 24TH 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 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 £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: 24TH 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: 24TH 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:#

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 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

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

May 2018

