## **AGREEMENT**

For letting unfurnished dwelling house On an assured short hold tenancy

Under Part 1 of the Housing Act 1988

Document and is not

Produced or drafted PARTIES 1,

Peter Ferguson

For use, without

This is a form of legal

DATE.

8th February 2021

Technical assistance

By persons unfamiliar

With the law of

2.

THE Tenant: Lewis Gargan

Landlord and tenant

This form should not

Be used for granting a

Tenancy to a person

PROPERTY

The dwelling-house situated at and being

Who is already a

196b Wallasey Road Wallasey, Wirral.

Protected or statutory

CH44 2AG

Tenant or a protected Occupier: see

Housing Act 1988

Together with the fixtures Furniture and Effects therein and more Particularly specified in the inventory thereof signed by the parties

\*The number of months must not be less than

six: Housing Act 1988

**TERM** 

A term certain of 1 Year

s.20(1)(a)
\*The period mentioned

from the 8th February 2021

to the 7th February 2022

here will form the basis

of any subsequent periodic tenancy.

RENT:

£ 500.00 per calendar m month

PAYABLE:

In advance by equal monthly payments

First payment to be made by the 8th February 2021 We will allow a further 14 days for D H S S tenants.

1. THE Landlords lets and the Tenant takes the property for the Term at At the Rent payable as above

2. THIS Agreement is intended to create an assured Short hold tenancy As defined in section 20 of the Housing Act 1988 and the provisions

For the recovery of possession by the Landlord in section 21 thereof

Apply accordingly

I acknowledge that all rents go direct to the landlord and do here by give permission to the landlord/agent to enquire about my case

- 3 WHERE the context admits
- (a) "the Landlord" includes the persons for the time being entitled in reversion expectant on tenancy
- (B) "THE TENANT" INCLUDES THE PERSONS DERIVING TITLE UNDER the tenant
- (c) © References to the Property include references to any part of the Property and to the Fixtures Furniture and Effects or any of them
- 4 The Tenant will
- (a) Pay the rent at the times and in the manner specified (direct to landlord).
- (b) Pay for all gas and electric light and power which shall be consumed Or supplied on or to the property during the Tenancy and the amount Of the Water Rate charged in respect of the property during the Tenancy and the amount of all charges made for the use of the Telephone(if any) on the property during the Tenancy or a proper Proportion of the amount of the rental or other recurring charges to Be assessed according to the duration of the Tenancy, and the Amount of the Council Tax charged in respect of the property during The Tenancy or any other rating assessment as maybe applicable
- (c) Not damage or injure the property or make any alteration in or addition To it.
- (d) Preserve the Fixtures Furniture and effects from being destroyed or Damaged and not remove any of them from the property.
- (e) Yield up the property at the end of the Tenancy in the same clean State and condition as it was in the beginning of the Tenancy and Make good pay for the repair of or replace all such items of the Fixtures Furniture and Effects as shall be broken lost damaged or Destroyed during the Tenancy (reasonable wear and tear and damage By fire accepted).
- (f) Leave the Furniture and Effects at the end of the Tenancy in the rooms or places In which they were at the beginning of the Tenancy.
- (g) Permit the Landlord's agents at reasonable hours in the daytime to Enter the Property to view the state and condition of thereof
- (h) Not sublet or part with possession of the property without the previous Consent in writing of the Landlord.
- (i) Not carryon on the property any profession trade or business or let Apartments or receive paying guests on the property or place or

Exhibit any notice board or notice on the property or use the property For any purpose other than that of a strictly private residence.

- (j) Not do or suffer to be done on the property anything which may be or Become a nuisance or annoyance to the Landlord or the tenants Occupiers of any adjoining premises or which may vitiate any Insurance of the property against fire or otherwise or increase the Ordinary premium for such insurance.
- (k) Permit the Landlord or the Landlord's agent at reasonable hours in the Daytime within the last twenty eight days of the Tenancy to enter and View the property with or without prospective Tenants and to exhibit a For Sale or To Let sign board in the ground and similarly posters in The windows of the property during the period of any notice given Under the Clause 8 hereof.
- (m) 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.
- (n) Keep the garden in a neat and tidy condition.
- (o) Not keep any pets or animals on or about the property without prior agreement
- (p) There shall be no verbal alterations to the terms and conditions of this Agreement. Any such variations must be agreed in writing and signed by both the Landlord and the Tenant.
- (q) Allow the Landlord to request such local or government body or agency from whom the Tenant receives benefits or financial assistance with housing costs from time to time to pay the rent or appropriate benefits or financial assistance direct to the Landlord.
- (r) Not use the security deposit to pay the last months rental under any circumstances.
- (s) Replace any carpets removed with floor covering of an equal standard.
- (t) Agree that the notice to quit can be served at the property even if the tenant is no longer in residence.
- (u) At any time after 5 months has been served, the tenant may give one months notice in writing to vacate the property.
- (v) Not carry out repairs without the landlord or the landlord's agents prior agreement.

PROVIDED that if the Rent or any installment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether leg ally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the property(subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.

THE Landlord agrees with the Tenant as follows-

- (1) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except the water rate and any council tax payable by the Tenant under clause 4 above and except charges for the supply of gas or electric light and power or the use of the telephone)
- (2) That the Tenant paying the Rent and performing the agreements on the part of the Tenant May quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- (3) To return to the Tenant any rent payable for any period while the Property is rendered Uninhabitable by fire the amount in case of dispute to be settled by arbitration

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

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:

The Tenant hereby confirms that they are joint Tenants and that their liability is joint and several.

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

Signed by the above-named (the Landlord)

in the presence of

Signed by the above name

8/02/21.

(the Tenant)

in the presence of

Date of signing