

DATED

25th March 2022.

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

22 Shaw Street
Birkenhead
CH41 2XE

between

THE LANDLORD

S. R. UPTON

and

THE TENANT

Kimberly Boddison

and

THE GUARANTOR

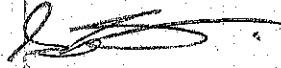
David Caswell

15. GOVERNING LAW

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

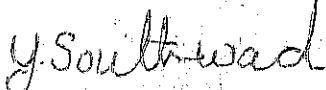
This agreement has been entered into on the date stated at the beginning of it.

18th April 2022.

LANDLORD - S.R. UPTON 

TENANT - KIMBERLY BODDISON 

GUARANTOR - DAVID CASWELL 

WITNESS - Y. Southward 

THIS AGREEMENT is dated

25/3/22

PARTIES

(1)

(Landlord)

S. R. UPTON

(2)

(Tenant)

KIMBERLY BODDISON

(3)

(Guarantor)

DAVID CASWELL

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Contents: the furniture, furnishings and any other items set out in the Inventory.

First Rent Payment Date:

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

Inventory: the list of Contents attached to this agreement and signed by the parties.

HA 1988: Housing Act 1988.

HA 1996: Housing Act 1996.

LPA 1925: Law of Property Act 1925.

LTA 1985: Landlord and Tenant Act 1985.

LTA 1987: Landlord and Tenant Act 1987.

Property:

Rent: £ per

Rent Payment Dates: day of each

AGREEMENT

for letting an unfurnished dwellinghouse
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.

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

DATE 1/4/2022

PARTIES 1. THE Landlord
S R UPTON

2. THE Tenant
Kim Boddison

PROPERTY The dwelling-house situated at and being
22 Shaw Street
Birkenhead
CH41 2XE

TERM A term certain of 6 months/year(s) from 1/4/2022
with 2 months notice either way there
after.

RENT £500.00 per month (subject
nevertheless as hereinafter provided)

PAYABLE [in advance] by equal monthly payments on 1st of each month

FIRST payment to be made on the 1st day of April 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 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 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 time 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) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat
- (5) 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)
- (6) 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
- (7) 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 any profession trade or business whatsoever
- (8) 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
- (9) 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
- (10) 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
- (11) 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
- (12) 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 Tenant herein contained

5. **PROVIDED** that if the Rent or any part thereof shall be in arrear for at least 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 if 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 include references to any part or parts of the Property
9. **NOTICE** under section 48 of the Landlord and Tenant Act 1987

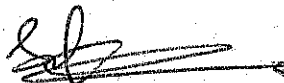
†This must be an address in England and Wales.

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

10. NO PETS OF ANY DESCRIPTION ALLOWED IN FLATS
 FAILURE TO COMPLY WITH TENANCY RULES
 WILL RESULT IN IMMEDIATE EVICTION

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-named
 (the Tenant)
 in the presence of



DATED 1/4/2002

Landlord: SR Upton
07798853284

and
Kim Boddison
07593340847

AGREEMENT

for letting unfurnished dwellinghouse at

22 Shaw Street
Birkenhead

CH41 2XE
on an assured shorthold tenancy.

Rent £ 500.00
