

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11 Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This Agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004 as amended by the Localism Act 2011. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least 28 days notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1998.

More Information

For more information on using this tenancy agreement please refer to our website www.letlink.co.uk



THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts.

Date 15th May 2021

Landlord Nathan Davies
Estate Agents

Landlord's Agent Eco Lets North West Ltd
58 Breckfield Road South
Liverpool
L6 5DR

Note Under s 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) David Torrance

Tenant's Email (see clause 12.4)

Property 27 Northbrook Road, Wallasey, CH44 9AP

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of 6 months commencing on 15th June 2021

Rent £425.00 per month

Payable by standing order on or around the 1st of each month

Deposit NIL

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above.
2. **Inventory.** The parties will agree an inventory for the Property. The Tenant shall return a signed copy of the inventory given to the Tenant at the start of the tenancy as soon as possible within the first week of occupation, with any appropriate alterations or notes as required.

The Tenant agrees with the Landlord. (clauses 3 to 7)

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. The Landlord may charge interest on any late rental payments at a rate of 4% above the Barclays bank base rate from time to time.

(3.2) To pay promptly to the authorities to whom they are due, council tax (including indemnifying the Landlord in respect of any council tax deemed to be payable directly to the Council or other relevant authority by the Landlord during the period of the Agreement), water and sewerage charges, gas, electric, television licence and telephone charges (if any) relating to the Property, where they are incurred during the period of the Agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above.

1.3) To take the cost of a break of the tenancy of the tenancy by the Tenant, a reasonable administrator in charge may be made in addition to the cost of any beneficial work in order to compensate the landlord or his agent for his reasonable expenses.

4 Use of the Property

4.1) Notwithstanding this Agreement, the Tenant may sub-let the Property during the period of this Agreement, provided that:

- a) any sub-letting shall not in any way relieve the Tenant of their responsibilities under this Agreement or at law;
- b) the terms of this Agreement are complied with at all times; and
- c) any sub-lessee is bound to observe the Tenant's responsibilities and obligations under this Agreement as if they were party to it.

4.2) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance, damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises.

4.3) Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people, engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a person's race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status).

4.4) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable on reasonable grounds by the Landlord.

4.5) Not to use the Property for any illegal or immoral purposes.

4.6) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.

4.7) This is a non-smoking Property. The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent.

5. Repairs

5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused. The Tenant agrees to pay for any damage caused by himself, any sub-lessee/s, any visitors to the property or any other occupiers.

5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed.

5.3) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair.

5.4) To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants.

5.5) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, any sub-lessee/s, any visitors to the property or any other occupiers.

5.6) To notify the Landlord or his Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent.

5.7) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage.

5 8 To take all reasonable steps to ensure that the Property is adequately heated and to report any breakdown (as defined above) by notification.

5 9 To comply with the Gas Safety Regulations (as amended).

1. The maintenance provided for the purpose of the Property should include:

2. The provision of boots built up on any JIS applicable should be reported immediately to the Landlord or Agent.

5 10 Not to cause any blockage to the drains, pipes, sinks or baths.

5 11 Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.

5 12 That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Agent.

5 13 To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturer's or Landlord's instructions (where instructions have been provided).

5 14 To take all reasonable steps to keep the Property free from infestation by vermin and to pay all reasonable costs incurred for the removal of any infestation which is attributable to the Tenant, any sub-tenants, any visitors to the property or any other occupiers.

6 Other tenant responsibilities

6 1 Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority.

6 2 To pay for any reasonable costs or damage suffered by the Landlord or his Agent as a consequence of any breach of any provision of the agreement on the part of the Tenant in this Agreement.

6 3 The Tenant agrees to refund any sum repayable by the Landlord or his Agent to the Local Authority in respect of errors or overpayments of Housing Benefit, Universal Credit or equivalent housing support.

6 4 That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it.

6 5 To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord or his Agent, and to allow him access to the Property in order to secure it where necessary.

6 6 Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission.

6 7 To pay any call-out charges incurred as a result of the Tenant's occupation (such as lost keys, or alarm codes), unless authorised either explicitly by the Landlord, or implicitly under the Landlord's repairing obligations.

7 End of tenancy

7 1 To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy and to remove all the Tenant's and/or other occupier's personal effects and any waste or rubbish from the Property.

7 2 To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy.

7 3 To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned.

7 4 To provide a forwarding address to the Landlord or his Agent either prior to or at the end of the tenancy.

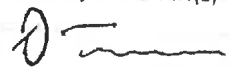
7 5 To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy.

7 6 To allow the Landlord or his Agent, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let.

SIGNED by the LANDLORD(S) -
(to be signed by the Agent)



SIGNED by the TENANT(S) -



In the presence of

Name

Address

Occupation

Witness Signature

In the presence of

Name

Address

Occupation

Witness Signature

N.B. Any month-to-month tenancy agreement should be signed and dated by all tenants