# ASSURED SHORTHOLD **TENANCY AGREEMENT**

## for letting a residential dwelling

### Important Notes for Tenants

- This females agreement is a legal and binding contract and the Fenant is responsible for payment of the rent for the entire 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 cent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancs is subject to deposit protection then joint tenants may have to momente a lead tenant to act on their behalf with the Landlord or Fenancy 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 ugung

#### General Notes

This genance agreement is for feiting formanced or unformabled residential accommodation on an actuary dioritional enuncies orbin the accommodation on an actuary dioritional enuncies orbin the accommodation 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 idequate knowledge of the law or landlord and roading section of the second without idequate knowledge of the law or landlord indicated the second without design of the law or landlord and understand the second version when the second without the second with

this agreement to be fully enforceable

Pits agreement may be used for residented tenancies of three potro-or less. Agreements for tenancies of a longer duration should be drawn on his deed

drawn up by deed
section 17. Landlord and Tenant Act 1985 - these originations require the Landlord to keep in repair the instancing and extended the installations for the supply of water, eas and electricity and the
installations in the Property for space heating and heating water.
Section 19th of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded.

Jelivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant of left addressed to the Tenant at the Property

This agreement has been drawn up after consideration at the Office of Fair Tealing's Guidance on Unitar Terms in Tonance

It you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-245 of the Housing Act 2004 as amended by the Lucalism Act 2011. Take advice if necessary.

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 for 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 1988.

## More Information

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

Letting Centre

Form A03 LC42016

O The Letting Centre 2016

Page 1 at 6

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

el Estates

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
- 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 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 Landford or his Agent prior to changing supplier for any of the utility services stated above

Form A03 LC42016

The Letting Centre 2016

The company is the second of t

#### 1 Use of the Property

- A 1 No. 10 annual for Agreement out the Terrary may prove the Property Complete 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 abserve 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 nulsance damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbourng premises.
- 14.3) 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 persons' race, sex (gender), sexual orientation, disability, age, reign or belief pregnancy or maternity status, socio-economic status.
- 4.4 Not to keep any tats or dogs at the Property and not to keep any other animals, reptiles or birds for other living premites that may cause damage to the Property or annoyance to reignbours on the Property without the Landford's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landford.
- 4.5) Not to use the Property for any allegal or immoral purposes.
- (4.5) 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 obacco or any other substance in the Property without the Landlord's prior written consent.

## 5. Repairs

- 15 1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the witten permission of the Landiord, 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, rockenes 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 Landford 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 Landford'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.

Form A03 LC42016

- 5.1 Turning and account to the process of the second contracts in the Second process of the Property of the process of the Property of the process of the Property of the Prop
- a a in one standar with the Gro Safety Peoples as it and excess
  - and internet think helpings, but is proposed to the primary through those primary.
  - in all provide at shorts the build no one and past and appear to be build at a past of the Landford or Agent
- 5.10 Not to cause any proceage to the drains pipes, sinks or paths
- 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
- (5.13) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturer's or Landford'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 inclined for the removal of any infestation which is attributable to the Tenant, any sub-lessee/s, any visitors to the property

## 6 Other tenant responsibilities

- (6.1) Within seven days of receipt thereof, to send to the Landford or his Agent all correspondence addressed to the Landford or the Dwner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property journs part 1 given, made or issued under or by virtue of any statute, regulation, order direction or by-elaw by any competent authority.
- 6.2x To pay for any reasonable costs or damage suffered by the Landford or his Agent as a consequence of any preach by agreements on the part of the Tenant in this Agreement.
- 46.3) The Tenant agrees to refund any sum repayable by the Landlord or his Agent to the Local Authority in respect of emors or overpayments of Housing Benefit, Universal Credit or equivalent housing support.
- :6.4) That where the Property is left unoccupied, without pror notice in writing to the Landford or Agent, for a prolonged benced the Tenantinas failed to pay rent for that period, and has shown no intention to return the Landford may treat these actions 3s 3 surrender of the lenancy. This means that the Landford may take over the Property and re-liet it.
- 46.5) To properly secure the Property including all locks and botts 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 repaining 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.
- i.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 Landford 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 Landford 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

## Form A03 LC42016

A TIME IN THE THE THE THE PROPERTY OF A TRANSPORT OF THE PROPERTY WITH A THE PROPERTY OF A THE PROPERTY OF A THE PROPERTY WITH natursgrigt geleine Tellern all dustratile belieder in matter

\*4 Where the Property of Property of Property of the part of the part of the state of the part of the

## 3 The Landlord agrees with the Fenant that

- IB 1s The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement.
- 8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured other than where the damage has been caused by the act or omission of the Tenant, any sub-lesseers, any visitors to the property or any other accupiers then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination
- (8.3) The Landlord will maintain the structural repair of the property. The Landlord further agrees that, in the event that the Tenant provides written notice of any structural issue which it is the Landlord's obligation to remedy and the Landlord has failed to take reasonable steps to remedy the same within the period of 14 days from notification (or 7 days if the issue is urgent and materially affects the normal use of the Property), then the Tanant may source quotes for the work required and the Landlord will not unreasonably refuse to accept and pay for such quotes if the issue is still not remedied at that time
- 9 Forfeiture Provision. The Landford may apply to the court to end this tenancy and repossess the Property if
  - (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due, or
  - (b) the Tenant does not comply with the obligations set out in this Agreement, or
  - (d) the Landlord was induced to grant the tenancy by a faise statement, or
  - Id. any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landford must obtain a court order before repossessing the 2-openy

IMPORTANT Only the Court can order the Tanant to give up possession of the Property

- 10 The Landlord agrees to carry out any repaining obligations as required by section 11 of the Landlord and Tenant Act 1985.
- 11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings

"The Landford" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against aid of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations

## 12. The parties agree:

- (12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home, or intends to occupy the Property as his or her only or main home.
- (12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2 Schedule 2 of the Housing Act 1988
- (12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see note 5 (subject to the clause below)
- (12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant and the Tenant accepts service of such notices and documents at the email address supplied above. The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. (The Tenant may delete the email address listed above if the Tenant does not agree to this clause)
- (12.5) Whilst the Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with the Landford and trusted third parties such as utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Agent will not divulge personal contact details to any third party organisation for marketing purposes without oner approval

Form A03 LC42016

9 The Letting Centre 2016

3-GNED by the LANDLOPOLSI

SIGNED by the TENANT(S) -

hares Appeas

Occupation

Witness Signature

in the presence of

In the presence of .-

Name

Address.

Occupation

Witness Signature

 $9.8\,$  A., an interpart tenancy agreement should be signed and taked by all remains