

ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy
Under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a Housing Advice Centre, Solicitor or Citizens' Advice Bureau.

This agreement is made on the 4th JULY 2014

1 Particulars

1.1 Parties

1.1.1 The Landlord

Name: **SIXWOOD LTD**

Landlord's Agent: **CHADWORTH DEVELOPMENTS LTD**

Contact Address: **2c BROMBOROUGH ROAD,
BEBINGTON,
WIRRAL,
CH63 7RE**

Contact Telephone Number: **0151 644 6974**

Contact Fax Number: **0151 644 6974**

Contact Email Address: **ben@rentwirral.com**

Housing Benefit Landlord Reference: **980325 Chadworth Developments Agency**

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2A The Tenant

Name: **MR CHRISTOPHER HALSEY**

Current

Contact Address: **3 ST HUGHS CLOSE
PRENTON
WIRRAL
CH43 4YS**

Contact Telephone Number: **07867 387561**

NI Number:

Date of Birth: **17/07/1989**

Email Address: **enzo_chris@msn.com**

1.1.2B The "Tenant" shall include the Tenant's successors in title (if any). Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually.

Post Tenancy

Contact Address: **3 ST HUGHS CLOSE
PRENTON
WIRRAL
CH43 4YS**

Contact Telephone Number: **07733 104230**

The Tenant agrees that the Landlord's Agent may provide the Tenant's name, address and other contact details to third parties including, but not limited to, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.1.4 The Guarantor

Name: **MR ANDREW HALSEY**

Contact Address: **Flat 2, 126 WHETSTONE LANE
BIRKENHEAD
WIRRAL
CH41 2TQ**

Contact Telephone Number: **07920 569206**

Contact Email Address: **ANDY-TRFC4EVA@MSN.COM**

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

1.2 Interpretation

- 1.2.1 References to "the Property" include reference to any parts of the Property.
- 1.2.2 Words importing one gender shall be construed as importing any other gender.
- 1.2.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.2.4 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

1.5 Property

- 1.5.1 The property situated at and being **76 ELMSWOOD ROAD, BIRKENHEAD, WIRRAL, CH42 7HR** together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.
- 1.5.2 The Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004. The Property does not require the Landlord to hold a licence to be able to lawfully let it.

1.6 Term

- 1.6.1 The Term shall be from and including **4TH JULY 2014** to and including **3RD JANUARY 2015**. Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.
- 1.6.2 The "Term" is to include a statutory periodic tenancy or any contractual periodic tenancy that is defined in para 1.6.1 as following the fixed term.
- 1.6.3 If on the coming to the end of the fixed term agreed above, the Landlord does not seek possession and the Tenant remains in the Property, they will be considered, by virtue of section 5 of the Housing Act 1988, to have a statutory periodic tenancy. This will continue till ended by either party.

1.7 Rent

- 1.7.1 The Rent shall be **£450.00** per calendar month, payable in advance.
- 1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Agent by banker's standing order or such other method as the Landlord's Agent shall require.
- 1.7.3 The first payment of **£450.00** being due on **4TH JULY 2014** or prior to the date of taking possession.
- 1.7.4 Thereafter the "Rent Due Date" will be the **4TH** day of each calendar month during the Term of this agreement.
- 1.7.5 Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.
- 1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not

create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

- 1.7.8 If this tenancy is continued or run on as a periodic tenancy then the Rent will increase each year from the first Rent Due Date more than 364 days after the commencement of the Term, by the amount agreed between the Landlord and the Tenant. The Rent will not be reduced below the figure in 1.7.1 at any time.

1.8 Deposit

- 1.8.1 The Deposit of **£nil** will be paid by the Tenant.
- 1.8.2 The Deposit will be paid to the Landlord's Agent.
- 1.8.3 Neither the Landlord nor the Agent will pay interest on the Deposit.
- 1.8.4 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.5 Subject to the Tenancy Deposit Protection Scheme rules, the Deposit will be refunded to the Tenant, less any deductions, within 10 days once the following have been completed:
- 1.8.5.1 possession of the Property has been returned to the Landlord and
 - 1.8.5.2 all keys have been returned to the Landlord and
 - 1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and
 - 1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by the Deposit Protection Service (DPS) in accordance with the Terms and Conditions of the DPS. The Terms and Conditions and ADR Rules governing the protection of the Deposit, including the repayment process, can be found at www.depositprotection.com
- 1.8.8 In the event that the total amount lawfully due to the Landlord at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows:

2c BROMBOROUGH ROAD, BEBINGTON, WIRRAL, CH63 7RE

If the Tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.

2.3 Notice service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
- 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.
- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
- 2.3.2.1 left at the office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time or
 - 2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or
 - 2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.
- 2.3.3 If any Notice or other document is left with the Landlord's Agent's office, service shall be deemed to have been on the day it was left.

2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and within 5 working days. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Ending the Tenancy

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least two months prior Notice in writing effective from the rent date.
- 2.5.2 While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.
- 2.5.3 Rent is payable for each day of the tenancy prior to the end of the tenancy.

3 Possession

3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

- 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
- 3.1.2 the Tenant is in breach of any of the obligations under this agreement,
- 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),
- 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),
- 3.2 Notice is hereby given that possession might be recovered under Ground 1 of Schedule 2 of the Housing Act 1988 (i.e. that the Landlord used to live in the Property as his/her main home or intends to occupy the Property as his/her only or main home).

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay the due proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone, broadband including Sky/Cable TV if any and any other facilities during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated.
- 4.1.5 Pay the costs and disbursements associated with the 'check out' at the end of the Tenancy.
- 4.1.6 Pay the reasonable costs of the Landlord or the Landlord's Agent for each letter the Landlord or Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.7 Pay a charge of £25 to the Landlord or the Landlord's Agent for any payment presented to the Landlord or the Landlord's Agent's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.
- 4.1.8 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.9 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.10 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.
- 4.1.11 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.

- 4.1.12 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.13 Pay any costs incurred by the Landlord if the Tenant breaches any term of this agreement.
- 4.1.14 Pay the costs of any court action taken for possession of the property or breach of tenancy.
- 4.1.15 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example but not limited to drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the cost of the contractors visit.
- 4.1.16 Pay a £25 penalty charge should any rent payment be one or more days late.
- 4.1.17 Ensure they provide access for the annual renewal of the Gas Safety Certificate on their property, failure to provide 3 suitable appointment times when our Gas Engineer can carry out the necessary safety checks will result in a £25 penalty charge.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance, the Tenant agrees to get the chimney swept as often as needed.
- 4.2.7 The fireplace and associated chimney in the property are there for ornamental purposes only and must not be used during the subsistence of the tenancy.
- 4.2.8 To ensure that all light bulbs are in full working order on the day the Tenants vacate the property and to be responsible for the cost of replacing such lights bulbs in the event that they are found not to be working following the final Inspection by the Landlord or Agent.

4.3 The Property

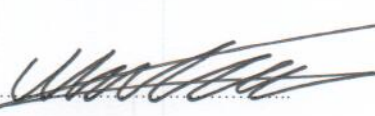
- 4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:
 - 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property, and/or
 - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a good tenant would.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property.
- 4.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include but not limited to putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet and to remove leaves and moss from the gutters and drains.
- 4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property.
- 4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.3.10 Permit the Landlord and or his agents or others, after giving 24 hours written Notice, which includes Notice being sent to the Tenant's email account, and at reasonable hours of the daytime, to enter the Property:
 - 4.3.10.1 to view the state and condition and to execute repairs and other works upon the Property or other properties. Subject as above, an Inspection by the Landlord will be carried out every 8 weeks.
 - 4.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.
 - 4.3.10.3 to show prospective tenants the Property, during the last two months of the Term and to erect a board to indicate that the Property is to let.

- 4.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.12 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld. The Landlord must be consulted as to the location of any aerial, antenna or satellite dish prior to installation.
- 4.3.13 Not change the locks (or install additional locks) to any doors or windows in the dwelling house, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a Gas Safe engineer, or disconnected from the supply.
- 4.3.19 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.3.22.
- 4.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any head lease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation.
- 4.3.25 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.27 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 4.3.28 Not keep any cats or dogs on the property or any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.29 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.30 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.31 Not cause obstruction in any common areas of any building of which the Property forms part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.
- 4.3.32 The Tenant is advised that if the property has laminate flooring they must walk with due care and attention to protect themselves and the floor. The Tenant should ensure that he/she and his/her visitors do not place sharp objects/ wear stiletto heels etc on this floor. Where it is deemed reasonably appropriate to replace any of the floor panels due to damage caused by the Tenant, or persons invited by the Tenant, the Tenant will be liable to pay to the Landlord the costs of replacing any and all panels as required to ensure uniformity.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.

- 4.4.2 Not to make any undue noise in or about any areas used in common by the Property and other property nor to play in the Property any musical instrument or sound reproduction equipment so as to cause nuisance or annoyance to the Landlord or to the occupiers of any nearby property or so as to be audible outside the Property.
- 4.4.3 Take reasonable precautions during cold weather to prevent damage to the water system by freezing or by any other cause at any time.
- 4.4.4 Ensure that the Property is adequately ventilated at all times and prevent all problems and damages caused by mould. This includes not placing any articles of furniture directly against the walls.
- 4.4.5 Not to hang any clothes or articles on any radiators in any of the upstairs rooms, or any of the downstairs reception rooms.
- 4.4.6 Not to carry out any decoration to the Property except in the event of damage to the decoration in which case the damage shall be repaired in the colours, materials and to the same standard and uniformity as existing prior to the commencement of the Term. Written prior consent is required from the Landlord or the Agent for any decoration.
- 4.4.7 Not to hang or affix to the walls of the Property any pictures, posters, prints or objects by the use of any adhesive tape or other adhesive substance or by putting up additional hooks or nails unless written consent is obtained from the Landlord.
- 4.4.8 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the tenants named in this Agreement.
- 4.4.9 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.10 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.11 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.12 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.13 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary the cost of which if any shall be borne by the Tenant.
- 4.4.14 Not leave the Property vacant for more than 20 days without providing the Landlord with reasonable written notice. If the Property is left vacant or unoccupied for more than 20 days, the Tenant must ensure that they comply with the provisions of the Landlord's Insurance Policy for unoccupied properties a copy of which can be provided on written request and at the cost of the Tenant but not more than once in any 12 month period. The Tenant must ensure that the Property is left secure against unauthorised entry. During the vacant period the Landlord or his Agent reserve the right to enter the property to comply with the provisions of the Landlord's Insurance Policy implemented from time to time.
- 4.4.15 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.
- 4.4.16 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.17 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.18 Not alter the operation of, or disable, the smoke alarms.
- 4.4.19 Not disable or alter the operation ~or code of the burglar alarm.
- 4.4.20 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year or as required.
- 4.4.21 The Tenant agrees not to smoke in the property and not to permit their friends or visitors to smoke.
- 4.4.22 Where the property is left unoccupied, without prior written notice to the Landlord or Agent, for more than 30 days then the Tenant is deemed to have surrendered the Tenancy.
- 4.4.23 To indemnify the Landlord against all liabilities, costs, claims, demands and expenses whatsoever (including solicitor's, counsel's and surveyor's fees) arising in any way directly or indirectly out of any failure or neglect to perform or observe any of the obligations, agreements or conditions on the tenant's part contained in this Agreement.
- 4.4.24 These terms of this agreement shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.



4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.6 End of tenancy

- 4.6.1 Return possession of the Property at the end of the tenancy in the same good clean state and condition as it was in at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted). In addition to have all carpets professionally shampooed during the last two weeks of the tenancy.
- 4.6.2 To pay to the Landlord rent at the daily rate last payable under the tenancy until the Tenant shall have removed all such goods or possessions from the Property.
- 4.6.3 Return all keys to the Property to the Landlord's Agent by 5pm on the last day of the tenancy (or sooner by mutual arrangement).
- 4.6.4 At the expiration or sooner determination of the tenancy to leave the Property and the Contents in a thoroughly clean and tidy condition and to launder or to dry clean as necessary any blankets, bed linen and soft furnishings (seeking and following expert advice and assistance where appropriate). Carpets are also to be steam cleaned at the Tenant's expense at the end of the tenancy.
- 4.6.5 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.6.6 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.7 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.6.8 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 4.6.9 To pay to the Landlord any additional expense incurred by the Landlord in checking the Inventory (which cannot be checked until all items or materials belonging to the Tenant have been removed).
- 4.6.10 In the event that such items or materials shall not have been removed from the Premises within 7 days from the end of the tenancy to permit the Landlord to assume that the same have been abandoned by the Tenant and to pay the Landlord the cost of removal, storage or disposal.
- 4.6.11 All carpets in the Property must be professionally cleaned at the end of the Tenancy and at suitable periods in the intervening period of the Tenancy in order to maintain the carpets in good condition, subject to normal wear and tear.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk. For the purposes of assessing whether the Property is considered uninhabitable, the Landlord will refer to the assessment by the Landlord's insurer.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or head lease conditions affecting the behaviour of the Tenant.
- 5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
 - 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);

- (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

- 5.9 The Landlord agrees to maintain in working order the following gas and electrical kitchen equipment where provided (hob, cooker, fridge, freezer, fridge/freezer, dishwasher, washing machine, washer dryer, tumble dryer) and in the event of irreparable breakdown, the item of equipment in question will be replaced with a product of similar nature. However, if following a breakdown it is established that that the item of equipment has broken down as a result of a negligent act or omission on the part of the tenant, the tenant will be responsible for the cost of its repair or where it is beyond repair the cost to replace the item with one of equal or greater specification.

6 Tenancy Deposit Protection Service Prescribed Information

- 6.1 The contact details for this scheme are as follows:

Name: The Deposit Protection Service (The DPS)
Address: The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Telephone number: 0870 707 1707
Email Address: enquiries@depositprotection.com

- 6.2 Please see www.depositprotection.com for information provided by the scheme.
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in paragraph 1.8.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ADR service, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy then the other party should contact the scheme provider for advice.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Deposit Protection Service for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.
- 6.6 The Deposit Protection Service offer free dispute resolution for Deposits they cover. Please see their web site for details of how and when to apply.
- 6.7 The Deposit value is as per paragraph 1.8.1.
- 6.8 The address of the property is as per paragraph 1.5.
- 6.9 The contact details of the Landlord are as per paragraph 1.1.1.
- 6.10 The contact details of the Tenant are as per paragraph 1.1.2A & 1.1.2B.
- 6.11 Information about any Relevant Person is in paragraph 1.1.3.
- 6.12 The reasons for possible deductions from the Deposit are listed in paragraph 1.8.4.
- 6.13 The Lead Tenant for this tenancy will be **NO DEPOSIT PAID**. If nominated, this is the person who will be able to deal with Deposit disputes and correspond with The Deposit Protection Service on behalf of the Tenant.

7 Housing Benefit


- 7.1 The Tenant authorises the Local Authority or The Rent Service to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.
- 7.2 If the Landlord's Agent so requires, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.
- 7.3 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

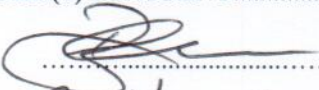
8 Guarantor

- 8.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.
- 8.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.
- 8.3 The Guarantor agrees to make payments lawfully due under clause 8.1 or 8.2 even after the Tenant has returned possession of the Property to the Landlord.

8.4 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Guarantor, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this guarantor agreement once the Tenant takes on the Property

In accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of their knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord by way of confirmation that the information is accurate to the best of their knowledge and belief.


SIGNATURE(S) OF LANDLORD(S) OR AGENT 


SIGNATURE OF WITNESS  OCCUPATION BUSINESS MANAGER

NAME OF WITNESS BEN HULME

ADDRESS OF WITNESS 2c Bramborough Road, Bebington, Wirral, CH63 7EE

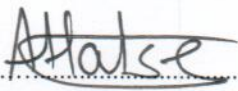
In accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of their knowledge and belief;

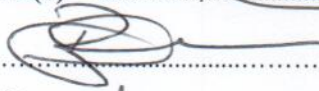
SIGNATURE(S) OF TENANT(S) 

SIGNATURE OF WITNESS  OCCUPATION BUSINESS MANAGER

NAME OF WITNESS BEN HULME

ADDRESS OF WITNESS 2c Bramborough Road, Bebington, Wirral, CH63 7EE

SIGNATURE(S) OF GUARANTOR(S) 

SIGNATURE OF WITNESS  OCCUPATION BUSINESS MANAGER

NAME OF WITNESS BEN HULME

ADDRESS OF WITNESS 2c Bramborough Road, Bebington, Wirral, CH63 7EE

GUARANTEE AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy
Under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It will commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a Housing Advice Centre, Solicitor or Citizens' Advice Bureau.

This guarantee agreement is made on the 4TH JULY 2014

Particulars

1.1 Parties

1.1.1 The Landlord

Name: **SIXWOOD LTD**

Landlord's Agent: **CHADWORTH DEVELOPMENTS LTD**

Contact Address: **2c BROMBOROUGH ROAD,
BEBINGTON,
WIRRAL,
CH63 7RE**

Contact Telephone Number: **0151 644 6974**

Contact Fax Number: **0151 644 6974**

Contact Email Address: **ben@rentwirral.com**

1.1.2 The Guarantor

Name: **MR ANDREW HALSEY**

Current

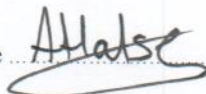
Contact Address: **FLAT 2, 126 WHETSTONE LANE
BIRKENHEAD
WIRRAL
CH41 2TQ**

Contact Telephone Number: **07920 569206**

Contact Email Address: **ANDY=TRFC4EVA@MSN.COM**

It is hereby agreed that:

2. In consideration of the Landlord agreeing to accept **MR CHRISTOPHER HALSEY** ("the Tenant") as the tenant of the property known as and situate **76 ELMSWOOD ROAD, BIRKENHEAD, WIRRAL, CH42 7HR** (the Property") and upon the terms and conditions of the tenancy agreement attached hereto ("the Agreement"). If the Tenant defaults, the Guarantor hereby agrees to:
 - a. Indemnify to the Landlord, the full rent together with any and all arrears, charges and interest (if any) and,
 - b. Compensate the Landlord for all loss, damage, costs and other expenses arising either directly or indirectly out of any breach of the Agreement.
3. This Guarantor's liability is joint and several with the Tenant. Both the Tenant and the Guarantor will be responsible to fulfil all obligations under the Agreement both individually and together. The Guarantor's liability will not be discharged or affected by any act, neglect, leniency other concession or time given to the Tenant by the Landlord endeavouring to obtain payment, or in the enforcement of the Tenant's obligations under the Agreement.



4. The Guarantee shall not be revocable by the Guarantor at any time or at all, nor will it be rendered unenforceable by the Guarantor's death or bankruptcy.
5. If the Guarantor's is a company, the liability shall continue should the company change ownership, alters or amends the name, or is amalgamated with any other company or organisation.
6. If the Tenant is declared bankrupt, the Guarantor will agree to indemnify the Landlord against all losses, claims, liabilities, costs and other expenses that may have been incurred by the Tenant in connection with the default or disclaimer.
7. The Guarantor will pay any and all costs incurred by the Landlord in enforcing this Guarantee together with any breach of the Agreement.
8. The term of this Guarantee in consideration to part 2 (a) above, will crystallise upon the tenant formally surrendering their tenure. This will be when the tenant surrenders the keys to the property, and provides confirmation of surrender in writing which the Landlord then accepts.
9. The term of this guarantee in consideration to part 2 (b) above, will crystallise in part upon any final inspection of the property being completed by the Landlord and all damage and disrepair is accounted for.
10. Whilst the Agreement purports to an initial fixed term of 6/12 months, should the Tenant remain in situ beyond this as a statutory periodic tenant, this guarantee will cover and any all periods that the tenant shall remain. In addition, should the Landlord and Tenant decide to renew and enter into any further Assured Shorthold Tenancies for the said property, this guarantee shall remain in place and will cover any further fixed term periods and any and all statutory periodic periods thereafter.

Please ensure that you understand the contents of this guarantee agreement in addition to the contents of the tenancy agreement itself. If you are unsure of any contents you should seek legal advice before signing below.

SIGNATURE(S) OF LANDLORD(S) OR AGENT 

SIGNATURE OF WITNESS  OCCUPATION BUSINESS MANAGER

NAME OF WITNESS BEN HULME

ADDRESS OF WITNESS 2c Bramborough Road, Bevington, Wivral, CH63 7EE

SIGNATURE(S) OF GUARANTOR(S) 

SIGNATURE OF WITNESS  OCCUPATION BUSINESS MANAGER

NAME OF WITNESS BEN HULME

ADDRESS OF WITNESS 2c Bramborough Road, Bevington, Wivral, CH63 7EE

Chadworth Developments Ltd Signature 