



Assured Shorthold Tenancy Agreement

This agreement was made on the 16/02/2016 between the Landlord and the Tenant. It is intended that the Tenancy created by this agreement is for letting a dwelling on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996

TENANCY AGREEMENTS PARTICULARS

1.1 The Parties

1.1.1 Landlord(s) Details:



The "landlord" shall include the landlord's successors in title and assignees. The "Landlord" is the person or entity that would be entitled to possession of the property if the tenant were not in possession.

1.1.2 Tenant(s) Details:



The tenant agrees by signing this agreement that their contact details may be passed on to third parties including but not limited to referencing companies, utility providers, local authority departments and the appropriate tenancy deposit protection scheme provider.

Guarantor(s) Details:



Where the party consists of more than one individual the obligations of this agreement apply to and are enforceable against all persons jointly and severally. Jointly and severally means that any one individual within the party can be held

responsible for the full obligations under this agreement if the other members do not fulfil their obligations.

1.2 The Agent

The landlords "agent" shall mean Lewis Haughton Wills, 61 Church Street, Falmouth, Cornwall, TR11 3DS Tel: 01326 211511 or such other agents that may be appointed by the landlord. This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988. This Tenancy does not guarantee the tenant any right to remain in possession of the property after the fixed term subject to a minimum of six months.

1.3 The Property

The property being situated at and being 12 Penarth Road, FALMOUTH, Cornwall, TR11 2NY together with the fixtures, fittings and effects therein and more particularly the items specified within the Inventory and Schedule of Condition signed by the tenant(s). This agreement shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.4 The Term

The term shall be for the definite period of 11 months from and including 11/07/2016 to and including 30/06/2017. This term is to include any extension or continuation of the original fixed term or a contractual period tenancy. If the fixed term is to lapse and the landlord does not seek possession and tenant does not issue any written notice then they will be considered, by virtue of section 5 of the Housing Act 1988 to have a statutory periodic Tenancy and will continue until either party ends the Tenancy.

1.5 The Rent

1.5.1 The rent shall be £ [REDACTED] per calendar month payable in advance. The rent shall be paid in full and clear of any unreasonable or unlawful deductions by standing order payment or other such method as agreed by Landlord and Tenant.

1.5.2 The first rental payment of £ [REDACTED] shall be due on or before 11/07/2016 prior to taking possession of the property. Thereafter the rental due date shall be according to the following schedule during the term of this Agreement.

From	To	Total Rent
Start of Tenancy (11/07/2016)	10/08/2016	Payment of £ [REDACTED] per calendar month
11/08/2016	End of Tenancy	Payment of £ [REDACTED] per calendar month

Any overdue rental payments of 14 days or more will be subject to a charge of £50 + VAT unless otherwise agreed in writing between tenant and agent. Any person or entity that pays the rent or part of the rent for the property during the Tenancy term shall be deemed to have paid it for and on behalf of the tenant and the agent shall be entitled to assume without enquiry.

1.5.3 The rent shall be reviewed after the initial fixed term period and thereafter on an annual basis. Should the rent be increased, the agent or landlord shall issue tenants on or before the next rental due date two months' notice in writing. The rent will not be reduced below the initially agreed figure at any time.

1.5.4 It is agreed between landlord and tenant that if money is received after one of the conditions which may lead to a claim for possession by the landlord, acceptance of this money will not create a new agreement and the landlord will still be able to pursue the claim for possession.

1.6 The Deposit

1.6.1 The deposit of £ [REDACTED] shall be paid by the tenant to the landlords agent, neither landlord nor the agent shall be paid any interest on the deposit amount. The deposit shall be 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.

1.6.2 The deposit shall be protected under the new Tenancy Deposit Protection rules, and shall be refunded to the tenant, less any deductions, within 14 days once full possession of the property has been returned to the landlord including all set of keys being returned, both parties confirm the proposed deductions from the deposit and the local authority has confirmed that no clawback for housing benefit is required.

1.6.3 The deposit shall be protected by the Deposit Protection Service (DPS) in accordance with the terms and conditions of the DPS. The Terms and Conditions and further information can be found at www.depositprotection.com

1.6.4 In the event that the deposit amount does not cover the lawful total amount of funds then the tenant must reimburse the landlord's agent the further amount within 14 days of the request being made.

1.7 Rights of Third Parties

1.7.1 the parties intend that no clause of this agreement can be enforced by any third party, other than the landlords agent, pursuant to the contracts (Rights of Third Parties) Act 1999.

LEGAL NOTICES

- 2.1 Under section 47 of the Landlord and Tenant Act 1987 the address is stated to be as on the first page of this agreement and as under section 48(1) of the Landlord and Tenant Act 1987, until you are informed in writing notice is to be sent or given to the address provided.
- 2.2 Any notice by or on behalf of the landlord shall be deemed to have been served in the following ways:
- 2.2.1 The notice is left at the property during the term or the last known address of the tenant
- 2.2.2 The notice is sent by ordinary post in a prepaid envelope which has been properly addressed to the tenant by name and to the property during the term or the last known address of the tenant
- 2.2.3 The notice has been sent by recorded delivery in a pre-paid letter which has been properly addressed to the tenant by name and to the property during the term or the last known address of the tenant.
- 2.3 Any notice served by the tenant shall be deemed as to have been served if it is the following
- 2.3.1 The notice is left at the office of the landlord's agent during the term or the last known address of the landlord
- 2.3.2 The notice is sent by ordinary post in a prepaid envelope which has been properly addressed to the landlord by name and to the landlords address during the term
- 2.3.3 The notice has been sent by recorded delivery in a pre-paid letter which has been properly addressed to the landlord by name and to the landlords address during the term
- 2.4 if Notice is left at the property or at the agents office then notice is deemed to be served on the day it was left.
- 2.5 If Notice is sent by post then notice shall be deemed to have been served 48 hours after it was posted.
- 2.6 if the relevant local authority gives notice or makes an order in respect to the property which the tenant received then the tenant must supply the full particulars to the landlords agent promptly and as soon as reasonable possible and practical. The tenants must take all reasonable steps to comply with the notice or order having first consulted the agent and the landlord. If the notice or order falls within the landlords obligations then the landlord must comply with the notice or order.
- 2.7 if the tenant intends to vacate at the end of the fixed term contract or any later date then he agrees to give the landlord at least one months prior written notice to be received by the landlord or agent on or before the rental due date and if the Tenancy is on a statutory periodic basis then the written notice must expire the day before the rental due date.
- 2.8 If the landlord wants possession at the end of the fixed term or at a later date, he agrees to give the tenant at least two months' notice in writing on or before the rental due date.

LEGAL POSSESSION

- 3.0 without limiting the other rights and remedies of the landlord, the landlord may seek to lawfully terminate the tenancy by obtaining courts order if:
- 3.0.1 The rent or any part of the rent is in arrears whether formally demanded or not.
- 3.0.2 The tenant is in breach of any of the obligations under this agreement
- 3.0.3 Any grounds as provided by the Grounds of Schedule 2 of the Housing Act 1988 which may apply.
- 3.0.4 A Notice is served under section 21 of the Housing Act 1988 which gives the landlord the right to end an Assured Shorthold Tenancy with any specific reason, although only after the fixed term has ended or in operation of a break clause.
- 3.0.5 Tenants who are unsure of their rights should seek appropriate advice.

TENANTS OBLIGATIONS

The tenant agrees to the following:

- 4.1 Payments
- 4.1.1 To pay the rent on the day and in the manner specified within this agreement.
- 4.1.2 To pay a fair proportion of the charges based on the length of the Tenancy including water and sewerage charges, rates for gas, electricity, oil or solid fuel consumed on the property and all charges for the telephone during the term of this agreement. If the landlord is held responsible for any payment of these bills which relate to the period of the Tenancy then the tenant agrees to fully refund to the landlord the amount owed.
- 4.1.3 To pay for any reconnection of gas, water, electricity or telephone/broadband if the disconnection results from any act or omission of the tenant or tenants agents.
- 4.1.4 To pay the council tax or any replacement council tax in respect of the property for the term of this agreement unless the tenancy is lawfully terminated.
- 4.1.5 To pay the reasonable costs of £10 plus VAT for each letter the agent, acting reasonably, has to send to the tenant concerning breaches of this agreement.

- 4.1.6 To pay an administration charge of £10 plus VAT to the landlord's agent for any payment presented to the landlord's agent's bank which is returned, refused or bounced by the bank for any reason. This will be chargeable for each instance that fails.
- 4.1.7 To notify all relevant parties and utility companies and pay final accounts at the lawful end of the Tenancy
- 4.1.8 To pay for the entire invoices and costs of any contractors that the tenant arranges without having prior consent from the landlord or landlords agent unless acting reasonably to effect emergency repairs for which the landlord is liable.
- 4.1.9 To pay all costs for replacing locks or having keys cut if any keys are not returned at the lawful end of the Tenancy.
- 4.1.10 To pay any excess on the landlords insurance if the claim results from the tenant or tenant's visitor's negligence, misuse or failure to act reasonably.
- 4.1.11 To pay for the removal of all vermin, pests and insects if infestation begins during the Term unless such infestation was a direct failure of the landlord to fulfil his repairing obligations.
- 4.1.12 To pay any costs or fines incurred by the landlord if contrary to the terms of this agreement the tenant permits the property to be occupied as a House of Multiple Occupation (HMO) under the Housing Act 2004 by using the property in such a way that it requires to be licensed. This will happen if the permitted tenants permit additional people of any age to live at the property without the landlord's written permission.
- 4.1.13 To pay the costs of any court judgement which relates to any breach of Tenancy or gaining possession of the property.
- 4.1.14 To pay any contractor invoices that relate to a repair or inspection that is proven to be caused by the Tenant. This will relate to drains being blocked by the tenants waste or other situations where the tenants have caused the problem. This will also relate to appliance repairs.
- 4.1.15 The tenants agree to pay for all television licensing fees and associated television fees during the full term of the Tenancy and agree to reimburse the landlord if any fines or charges are incurred for not carrying out this obligation.
- 4.1.16 The tenant agrees to maintain and pay for all costs relating to a septic tank at the property if applicable including having the tank emptied within the last two weeks of the Tenancy.

4.2 Repairs at the property

- 4.2.1 The tenant agrees to keep the property including all fixtures and fittings, landlords machinery, electrical items and furnishings clean and tidy and in good and tenantable condition, repair and decorative order. Reasonable wear and tear, items for which the landlord is responsible and damage for which the landlord has agreed to insure is excepted.
- 4.2.2 The tenant agrees not to permit waste, injury or damage to the property or to make any alteration or addition to the property or the style and colour of the decoration without written permission from the landlord.
- 4.2.3 The tenant must notify the landlord of any wet rot, dry rot, or infestation by wood boring insects as soon as reasonably possible.
- 4.2.4 Tenants agree to promptly replace any broken glass caused by the tenant or tenant's visitors or friends.
- 4.2.5 The tenant agrees to be responsible and to undertake promptly any repairs for which the tenant is liable following written notice being served by the landlord or the landlord's agent. If the works are not carried out then the landlord may after issuing correct written notice enter the property, with or without others, to effect those repairs and the tenant shall pay the costs on demand.
- 4.2.6 If the property has a chimney or chimneys that are used for solid fuel and the tenant uses this facility then the tenant agrees to get the chimney swept as often as is needed and within the two weeks before the Tenancy expires, providing the landlord with a copy of receipt to illustrate the works being completed.

4.3 The Property

- 4.3.1 The tenant agrees to promptly notify the landlord in writing when the tenant becomes aware of any defect, damage or want of repair in the property other than such the tenant is liable to repair.
- 4.3.2 The tenant agrees to promptly notify the landlord of any notices, proceedings or letters relating to the landlord which the tenant has received.
- 4.3.3 The tenant agrees to promptly notify the landlord of any loss, damage, or occurrence which may give rise to a claim under the landlord's insurance policy.
- 4.3.4 The tenant, where applicable to do so, agrees to co-operate in the making of a claim against the landlords insurance, this will include giving access to assessors, contractors and the landlord amongst other duties.

- 4.3.5 The tenant agrees to use the property as any good tenant would
- 4.3.6 The tenant agrees to not remove any of the landlord's fixtures, fittings or furnishings unless the tenant has obtained the landlords written permission.
- 4.3.7 Tenant agrees to clean the windows externally and internally as often as necessary and in the last two weeks of the tenancy.
- 4.3.8 The tenant agrees to not cause or reasonably permit any blockage of the drains, pipes, gutters and channels in or about the property. This will include tenants being responsible for putting fat down the sink, failure to remove hair from plug holes and flushing inappropriate items down the toilet, the tenant shall be liable for any costs to repair or amend any damage caused.
- 4.3.9 The tenant agrees not to assign, sub-let, or share possession of the whole or any part of the property without the landlord's written consent.
- 4.3.10 Tenants agree not to permit any visitor or friend to stay for a longer period of more than 28 consecutive or non-consecutive days.
- 4.3.11 Tenant will allow the landlord or his agents or others to enter the property after they have given 24 hours written notice and as long as it is at a reasonable hour of the day.
- 4.3.12 The landlord, agent or others will be permitted to enter the property with reasonable written notice to view the state and condition of the property and execute repairs and other works upon the property or other surrounding properties.
- 4.3.13 The tenant agrees that with their knowledge the landlord can place the property on the sales market at any time during the Tenancy, a sales board can be erected and prospective purchasers can be shown the property as long as the appropriate and legal notice is given.
- 4.3.14 The tenant agrees to allow the agent or landlord access after notice to end the Tenancy has been issued by either party to remarket the property for lettings purposes and to erect a lettings board at the property. The tenant shall allow prospective tenants to view the property with the agent or landlord as long as reasonable notice for access has been issued.
- 4.3.15 Where legal notice for access has been issued the Tenant agrees that the agent, landlord or others can access the property using the management set of keys to gain access where the tenant is unable to provide supervised access. Except in cases of emergency where access shall be immediate.
- 4.3.16 The tenant agrees not to add any antenna, aerial, or satellite dish to the building without the landlords consent in writing which will not be unreasonably withheld.
- 4.3.17 The tenant agrees not to change or install new locks to any doors within the property and will not cut any additional keys without the landlord's written permission. All keys are to be returned to the property at the end of the Tenancy. If permission is granted to change or fit additional locks to the property, it is agreed that the tenant shall provide the agent or landlord with a management key as soon as reasonably possible.
- 4.3.18 Tenants must ensure the property is secured at all times, locking doors and windows and activating alarm systems where necessary.
- 4.3.19 The tenant agrees to keep the property sufficiently ventilated and warmed at all times to avoid build-up of condensation and prevent mildew growth within the property, this will also protect it from frost during winter. The tenant also agrees not to block any ventilators provided at the property. If the tenant does not ventilate or warm the property sufficiently then they may be held liable for any subsequent damage caused.
- 4.3.20 The tenant agrees to report any brown or sooty build up around the gas appliances or any suspected faults with any gas appliances
- 4.3.21 Tenants will not use any gas appliances that have been declared unsafe by any Gas Safe Engineer or any that have been disconnected from the supply.
- 4.3.22 Tenants will not use any oil stove, paraffin heater, or other portable fuel burning appliance or other appliance against the terms of the agreement except that has been provided by the landlord. Further the tenants shall not store any unsafe or flammable substances in or around the property.
- 4.3.23 Tenant agrees not to keep any motorcycles, cycles or other vehicles inside the property and only in a defined outside area or garage.
- 4.3.24 Tenants agree to perform and observe all valid obligations of any head lease or covenant of the property and will indemnify to the landlord any reasonable costs resulting from all claims, damages, costs and charges whatsoever in relation to a breach. The leasehold regulations if applicable will be found in the special agreements section of this document.
- 4.3.25 Tenant shall not keep any vehicle at the property without a valid road fund licence including commercial vehicles, boats, caravans, or trailers unless otherwise expressly permitted by the landlord in writing.
- 4.3.26 Tenant agrees to not affix any notice, sign, poster or other thing to the internal or exterior of the

property in such a way that it shall cause damage. Tenants shall be liable to pay for the cost of any damage.

- 4.3.27 Tenant agrees not to prop open any fire doors in the property except if the property benefits from a built in system that closes the doors in the event of a fire. Tenants are not to disable or impair any such system.
- 4.3.28 Tenants shall not keep any such cat, or dog at the property. Tenants are not to keep any other pet, animal, bird, reptile, fish, insects or the like at the property without the expressed consent of the landlord in writing.
- 4.3.29 Tenants are not to allow any children to live at the property without the landlord's consent which will not be unreasonably withheld.
- 4.3.30 The tenants agree to 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 mowed and edged. Tenants are not to alter the character or layout of the gardens without the landlords consent.
- 4.3.31 Tenants are not to form an obstruction in any common part of the building including stairways and hallways. The landlords and agent reserves the right to remove such obstruction and the cost shall be the liability of the tenant.
- 4.3.32 Tenants are strictly not permitted to smoke or allow any other person to smoke within the property.
- 4.3.33 Tenants agree to be responsible to replace and maintain any light bulbs, spotlights, fuses or florescent lights within the property and will ensure all bulbs and fuses are working before returning possession of the property back to the landlord.
- 4.3.34 The tenant agrees not to hang pictures, photos, posters, frames or any other fixture to the walls, ceilings or woodwork unless permission has been granted by the landlord or the landlords agent. If permission is granted then the tenant must remove the items upon vacation and return the walls, ceilings and woodwork back to the original condition.

4.4 General Matters

- 4.4.1 Tenants are not permitted to make or allow any noise or play any radio, television or other equipment in or about the property between the hours of 10pm and 7am as to be an audible nuisance outside the property
- 4.4.2 Tenants are not to carry on any trade or profession upon the property nor receive paying guests; they are only to use the property as a private residence for the occupancy of the tenants named on this agreement.
- 4.4.3 Tenants are not to allow or permit any behaviour within or around the property that may cause a nuisance to any person residing, visiting, or engaging in lawful activity in the locality. This includes the behaviour or family, visitors and friends of the tenant.
- 4.4.4 Tenants are not to use or allow the property to be used for any illegal or immoral purpose, please note that unauthorised taking of illegal substances or controlled drugs is considered to be illegal for the purpose of this agreement.
- 4.4.5 Tenant will forward any correspondence addressed to the landlord and other notices affecting the landlord to the landlord's agent without delay.
- 4.4.6 Tenants agree to use this residence as their principle residence and any change in status should be immediately reported to the landlord's agent and a new Tenancy shall be drawn up if necessary.
- 4.4.7 The tenant is t not leave the property empty for longer than 28 days consecutively without supplying the landlord and agent with reasonable notice.
- 4.4.8 It is the tenant's responsibility to check the provided Inventory and Schedule of Condition report for any errors or discrepancies to the landlord's agent within 7 days of receiving the inventory document.
- 4.4.9 The tenant is not to change any utility supplier without the approval and permission of the landlord or landlord's agent. If approval is given then the tenant agrees that all information about the new supplier and property reference number shall be provided to the landlord or landlord's agent.
- 4.4.10 The tenant is to not change the telephone number at the property without the landlords consent.
- 4.4.11 Tenants are to maintain (including changing the batteries) the internal smoke alarms if battery operated and are not in any circumstances to disable the alarm system or alter the operation of the system.
- 4.4.12 Tenants are not permitted to change or alter the operation code for the burglar alarm and the tenant is responsible in maintaining this system.
- 4.4.13 The tenant is not permitted to smoke within the property and tenants are not to allow friends, family or visitors to smoke within the property.
- 4.4.14 If a tenant is to bring to the property a gas appliance then it must be installed by a qualified Gas Safe Engineer and installation safety certificate provided to the landlord or agent for their records. If this

cannot be provided then the item must be removed from the property by a qualified contractor and at the tenant's expense.

4.5 Insurance

Tenants are responsible for insuring their own items within the property and the landlord shall not provide any insurance that will cover a tenants belongings.

4.6 End of a Tenancy

- 4.6.1 The tenants agree to return possession of the property in the same good clean state and condition as it was 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.
- 4.6.2 Tenant agrees to return all keys for the property to the landlord's agent by 5.00pm on the last day of the Tenancy or sooner by mutual agreement. Not returning the keys by this time may result in the tenant still being liable for rent until the keys are returned.
- 4.6.3 The tenants agree to pay to get all linen, blankets, bedding, carpets, and curtains provided by the landlord professionally cleaned if soiled during the Tenancy.
- 4.6.4 Tenants will leave the oven in the same cleanliness as stated in the Inventory and Schedule of Condition.
- 4.6.5 Tenants will leave all fixtures, fittings and furnishings in the same rooms and places in which they were at the start of the Tenancy. If any items are found to be removed or damaged then the tenant shall compensate the landlord or replace the items with similar. Furthermore if additional items are found within the property, that were not on the signed Inventory then the tenant shall bear the cost of removing these items.
- 4.6.6 Tenants agree to remove all refuse and rubbish from the property upon vacation.
- 4.6.7 The tenant will provide the landlords agent with full forwarding addresses and contact details upon vacation to ensure ease of communication in regards to the deposit and gives permission to the agent to pass these details to any interested third parties such as utility companies or the local authority.
- 4.6.8 If at any time during the Tenancy the tenant shall die or become incapacitated which leads to the tenant being unable to reside at the property then the tenant or his representative (next of kin) shall take over the Tenancy and have right to terminate the Tenancy by giving the landlord or his agent one months' notice in writing.
- 4.6.9 Strictly with the landlords or agents written prior consent subject to strict conditions the tenant may be allowed to surrender the Tenancy before the lawful end date.

LANDLORDS OBLIGATIONS

The landlord agrees to the following:

- 5.1 The landlord will pay all assessments and outgoings in respect of the property, except for those which are the responsibility of the tenant as outlined in this agreement.
- 5.2 The landlord agrees 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 of the landlord.
- 5.3 The landlord agrees to repay to the tenant any rent paid for any period whilst the property was inhabitable by fire or other risk. The term inhabitable shall have the same meaning as is placed upon it by the landlord's insurer or lost adjuster.
- 5.4 The landlord agrees that he is the sole owner of the leasehold or freehold interest in the property and that all necessary consents to allow him into enter in this agreement have been obtained in writing.
- 5.5 The landlord agrees to maintain a comprehensive insurance policy with a reputable company to cover the building, and all fixtures and fittings, carpets, furniture and effects but not including the tenant's belongings.
- 5.6 The landlord will not be responsible for any loss or inconvenience caused by 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 landlords part.
- 5.7 The landlord agrees to supply the tenant with a copy of 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 which are quoted below:
 - 5.8.1 To keep in repair the structure and exterior of the property including drains, gutters and external pipes.
 - 5.8.2 To keep in repair and proper working order installations in the property for the supply of water, gas and electricity and for sanitation and for appliances for making use of the water supply.
 - 5.8.3 To keep in good repair and property working order the installations within the property for space

heating and heating water.

- 5.9 The landlord agrees to take all reasonable steps to ensure the property's domestic gas and electrical appliances are safe and in proper working order at the time of this Tenancy in order to comply with all landlords safety obligations under the relevant legislation.

TENANCY DEPOSIT PROTECTION PRESCRIBED INFORMATION

- 6.1 The contact details of the scheme are as below:

The Deposit Protection Service

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

08707071707

www.depositprotection.com

- 6.2 please see the website for any information provided by the scheme.
- 6.3 The deposit will only be repaid at the end of the Tenancy when the landlord and tenant have agreed or a dispute has been adjudicated by the ADR service or the order of a court.
- 6.4 if either party is not contactable at the end of the Tenancy then the other may use a "Statutory Declaration" procedure listed for single claims in Schedule 10 of the Housing Act 2004 as amended.
- 6.5 if no agreement can be sought between landlord and tenant with regards to the deposit then they may either apply to the Deposit Protection Service for a free alternative dispute resolution service or seek a county order for a judgement on their claim. The Deposit Protection Service offer free dispute resolution or deposits held by them. The service is provided by the Chartered Institution of Arbitrators.
- 6.6 The amount of the deposit is as stated in clause 1.6.1
- 6.7 The lead tenant for this Tenancy shall be .

HOUSING BENEFIT

- 7.1 The tenant authorises the Local Authority or Rent Service to discuss with the landlord and the landlords 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 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.

THE GUARANTOR

- 8.1 The guarantor agrees to pay the landlord and the landlords agent for any reasonable losses suffered as a result of the tenant failing to fulfil any of the obligations under this agreement or for 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 of the Tenancy and until vacant possession is given to the landlord.
- 8.3 The guarantor agrees to make payments lawfully due under clauses 8.1 and 8.2 even after the tenant has returned possession of the property to the landlord.
- 8.4 The Guarantor shall also be responsible for any rental increases that are implemented during the full term of the Tenancy Agreement.
- 8.5 The guarantor will be jointly and severally liable with the tenant and means they are both responsible for complying with the tenants obligations.
- 8.6 The guarantor is unable to revoke his responsibilities as guarantor until the Tenancy has come to a lawful end. The agreement will not be rendered unenforceable by the guarantor's death or bankruptcy.

SPECIAL CONDITIONS

NONE

Signature(s) of Landlord or Landlords Agent on behalf of the Landlord

[Redacted]

Signature of Tenant
(Jack Morgan)

[Redacted]

Signature of Witness

[Redacted]

occupation *Student*

Name of Witness

Address of Witness

[Redacted]

Signature of Guarantor
(Mrs Patricia Morgan)

[Redacted]

Signature of Witness

[Redacted]

occupation

[Redacted]

Name of Witness

Address of Witness

[Redacted]

Signature of Tenant
(Megan Samantha Godley)

[Redacted]

Signature of Witness

[Redacted]

occupation *Student*

Name of Witness

Address of Witness

[Redacted]

Signature of Guarantor
(Mrs Marie Godley)

[Redacted]

Signature of Witness

occupation *RETIRED*

Name of Witness

Address of Witness

[Redacted]

Signature of Tenant
(Alexander Bruce Griffiths)

[Redacted]

Signature of Witness

[Redacted]

occupation

Name of Witness

Address of Witness

[Redacted]

Signature of Guarantor
(Mrs Elizabeth Griffiths)

[Redacted]

Signature of Witness

[Redacted]

occupation *Student*

Name of Witness

Address of Witness

[Redacted]

Signature of Tenant
(Emily Marshall)

[Redacted]

Signature of Witness

..... occupation *Student*.....

Name of Witness

Address of Witness

Signature of Guarantor
(Ms Julie Marshall)

Signature of Witness

..... occupation

Name of Witness

Address of Witness

Signature of Tenant
(Leah Isabella Marshall)

Signature of Witness

..... occupation *Student*.....

Name of Witness

Address of Witness

Signature of Guarantor
(Ms Julie Marshall)

Signature of Witness

..... occupation

Name of Witness

Address of Witness