

# TENANCY AGREEMENT - ENGLAND & WALES

(for an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY THE STABLE BLOCK, THE OAKS, RINGWOOD ROAD  
HUCKLESBROOK, FORDINGBRIDGE. SP6 2EY

The LANDLORD JOHN GARVEY AND PATRICIA M. GARVEY  
of THE OAKS, RINGWOOD ROAD, HUCKLESBROOK,  
FORDINGBRIDGE

The TENANT AIRUE FINN / ALAN WESTERHOF

The GUARANTOR \_\_\_\_\_  
of \_\_\_\_\_

The TERM 104 weeks/months\* beginning on 28th JANUARY 2009


The RENT £ 550 per week/month\* payable in advance on the 28th of each week/month\*

The DEPOSIT £ \_\_\_\_\_ which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules.

DATED 20th JANUARY 2009

Signed and executed as a Deed by the following parties

<b>Landlord</b>	<b>Tenant</b>	<b>Guarantor*</b>
<u>JOHN GARVEY</u>	<u>AIRLIE FINN</u>	_____
<u>PATRICIA M. GARVEY</u>	<u>ALAN WESTERHOF</u>	_____
Landlord(s)' name(s)	Tenant(s)' name(s)	Guarantor's name
	_____	_____
Landlord(s)' signature(s)	Tenant(s)' signature(s)	Guarantor's signature

In the presence of:		
Witness signature 	Witness signature _____	Witness signature _____
Full name <u>A DOWNES</u>	Full name _____	Full name _____
Address <u>8 STROUD PARK AVENUE</u>	Address _____	Address _____
<u>CHRISTCHURCH BH23 3HQ</u>	_____	_____

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

**IMPORTANT NOTICE TO LANDLORDS:**

- The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.
- Always remember to give the written Notice Requiring Possession to the Tenant at least two clear months before the end of the Term if you want the tenant to vacate.
- Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently only the The Tenancy Deposit Scheme has such requirements.

**IMPORTANT NOTICE TO TENANTS:**

- In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
- If the total amount of rent exceeds £25,000 per annum, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate. Seek legal advice.
- Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at [www.depositprotection.com](http://www.depositprotection.com), Tenancy Deposit Solutions Ltd at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.tds.gb.com](http://www.tds.gb.com).
- If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

(\*delete as appropriate)

# Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.
2. **The Tenant's obligations:**
  - 2.1 To pay the Rent at the times and in the manner set out above.
  - 2.2 To pay all charges in respect of any electric, gas, water, sewage and telephonic or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
  - 2.3 To keep the interior of the Property in a good and clean state and condition and not damage or injure the Property (fair wear and tear excepted).
  - 2.4 To yield up the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items listed on the Inventory (if any) or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 3.2).
  - 2.5 Not to make any alteration or addition to the Property and not without the prior written consent of the Landlord (consent not to be withheld unreasonably) do any redecoration or painting of the Property.
  - 2.6 Not do anything on or at the Property which:
    - (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
    - (b) is illegal or immoral
    - (c) may in any way affect the validity of the insurance of the Property and the items listed on the Inventory (if any) or cause an increase in the premium payable by the Landlord
    - (d) will cause any blockages in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works which will be reasonably required.
  - 2.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
  - 2.8 Not use or occupy the Property in any way whatsoever other than as a private residence.
  - 2.9 Not assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 5.1 below).
  - 2.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).
  - 2.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the Tenant may make of the Landlord under this Agreement.
  - 2.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.
  - 2.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
3. **The Landlord's obligations:**
  - 3.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
  - 3.2 To insure the Property and items listed on the Inventory (if any) and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
  - 3.3 To keep in repair (where provided by the Landlord):
    - 3.3.1 the structure and exterior of the Property (including drains gutters and external pipes)
    - 3.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences)
    - 3.3.3 the installations at the Property for space heating and heating water
  - 3.4 But the Landlord will not be required to:
    - 3.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
    - 3.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
    - 3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
  - 3.5 If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only in so far as any disrepair will affect the Tenant's enjoyment of the Property and in so far as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repairs.
  - 3.6 To arrange for the Tenant's Deposit to be protected by an authorised Tenancy Deposit Scheme and provide the Tenant with the required information in accordance with the provisions of the Housing Act 2004 within 14 days of receipt, and to comply with the rules of the Tenancy Deposit Scheme at all times.
4. **Guarantor**

If there is a Guarantor, he guarantees that the Tenant will keep to his obligations in this Agreement. The Guarantor agrees to pay on demand to the Landlord any money lawfully due to the Landlord by the Tenant.
5. **Ending this Agreement**
  - 5.1 The Tenant cannot normally end this Agreement before the end of the Term. However after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, and upon (i) payment by the Tenant to the Landlord of the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, and (ii) the execution by the alternative tenant of a new tenancy agreement in the form of this Agreement for a period of 6 months or for a period not less than the unexpired portion of the term of this Agreement (if that be greater than 6 months), or for such other period as the Landlord shall approve, this tenancy shall end.
  - 5.2 If the Tenant stays on after the end of the fixed term, a new tenancy will arise that will run from month to month or week to week ('a periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of the rental period.
  - 5.3 If at any time
    - 5.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
    - 5.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant and/or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
    - 5.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 applythe Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if possession of the Property has not been surrendered and anyone is living at the Property or if the tenancy is an Assured or Assured Shorthold Tenancy then the landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.
6. **The Deposit**
  - 6.1 The Deposit will be held in accordance with the Tenancy Deposit Scheme Rules as issued by the relevant Tenancy Deposit Scheme.
  - 6.2 No interest will be payable to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.
  - 6.3 Subject to any relevant provisions of the rules of the relevant Tenancy Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result of breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e. which is as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.
7. **Other provisions**
  - 7.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
  - 7.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency) or as otherwise provided in this Agreement.
  - 7.3 Any notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
  - 7.4 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
  - 7.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.13 above) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of the sale to be returned to the Tenant at the forwarding address provided to the Landlord.
  - 7.6 In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Tenant shall be relieved from paying the rent by an amount proportional to the extent to which the Tenant's ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Tenant or where the Landlord's insurance cover has been adversely affected by any act or omission on the part of the Tenant.
  - 7.7 Where the context so admits:
    - 7.7.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
    - 7.7.2 The 'Tenant' includes any persons deriving title under the Tenant.
    - 7.7.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
    - 7.7.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
    - 7.7.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.



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  - 2.6 Not to do anything on or at the Property which:
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    - 3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
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