

**AGREEMENT
FOR AN
ASSURED
SHORTHOLD
TENANCY**

UNFURNISHED

Important Notice

This document contains the Terms of the Tenancy of

**The Oak Barn (Known as The Owl
Barn, Tickners, Cowden, Kent**

It sets out the promises made by the Tenant to the Landlord and vice versa.

You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

EXPLANATORY NOTES

Finding Your Way around this Agreement

This Agreement has been divided into 7 Parts. Each Part of the Agreement contains a number of separately numbered clauses some of which have been grouped together under a heading which describes the contents of the clauses.

- Part I** This Part explains how Terms used within this Agreement are to be interpreted.
- Part II** Describes who is bound by the Terms of this Agreement and identifies the Premises to be let under this Agreement.
- Part III** Sets out the main Terms of this Agreement. Each numbered clause begins with a brief heading designed to tell you what the clause is about.
- Part IV** Explains how the Security Deposit will be dealt with by the Landlord at the end of the Tenancy.
- Part V** Sets out the Tenant's promises to the Landlord which must not be broken during the Tenancy.
- Part VI** Sets out the Landlord's promises to the Tenant which must not be broken during the Tenancy.
- Part VII** Sets out the rules that will govern when the Tenancy may be brought to an end.

What is an Assured Shorthold Tenancy?

This Agreement creates an Assured Shorthold Tenancy (AST) (as defined by the Housing Act 1988, as amended). **If you are uncertain about the effect of this type of Tenancy, you should seek independent legal advice before signing this Agreement.**

The Landlord agrees to let the Premises to the Tenant for the Term of the Tenancy (set out in clause 1 of the Agreement). If the Tenant leaves before the end of that Term, the Landlord may insist that the Tenant pays the Rent for the remainder of the Term.

The Landlord can only remove the Tenant from the Premises by giving the Tenant notice in writing of his intention to seek a possession order (even after the Term of this Agreement has expired) and by obtaining a court order. The court will only order the Tenant to leave the Premises before the expiry of the Term if one of the reasons set out in clause 27.1 of this Agreement is proved or in the event that a break clause has been agreed.

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Mandatory Grounds

GROUND 1

The Landlord HEREBY GIVES NOTICE to the Tenant that the Landlord is the owner occupier of the Premises within the meaning of Ground 1 Part 1 of Schedule 2 of the Housing Act 1988 and that

- (a) At some time before the beginning of the Tenancy the landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or
- (b) The Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the Landlord (or in the case of joint Landlords any one of them) nor any other person who, as Landlord, derived title under the Landlord who gave the notice mentioned above acquired the reversion on the Tenancy for money or money's worth.

and that possession of the Premises may be recovered under Ground 1 of part 1 of Schedule 2 of the said Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that he has received such notice.

GROUND 2

The Landlord HEREBY GIVES NOTICE to the Tenant that the dwelling house is subject to a mortgage granted before the beginning of the Tenancy and

- (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and
- (b) the mortgagee requires possession of the dwelling house for the purpose of disposing of it with vacant possession and exercise of that power; and
- (c) either notice was given as mentioned in Ground 1 above or the Court or the Court is satisfied that it is just and equitable to dispense with the requirement notice;

and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly and that possession of the Premises might be recovered under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that he has received such notice.

GROUND 7A

Any of the following conditions is met:

- (1) the Tenant, or a person residing in or visiting the Premises, has been convicted of a serious offence, which was committed (wholly or partly) in, or in the locality of, the Premises or was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or which was committed elsewhere against the Landlord or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and directly or indirectly related to or affects those functions.
- (2) The Court has found in relevant proceedings that the Tenant, or a person residing in or visiting the Premises, has breached a provision of an injunction under Section 1 of the Anti-social Behaviour, Crime and Policing Act 2014 other than a provision requiring a person to participate in a particular activity, and the breach occurred in, or in the locality of, the Premises, or the breach occurred elsewhere and the provision breached was a provision intended to prevent conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or conduct that is capable of causing nuisance or annoyance to the Landlord of the Premises, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.
- (3) The Tenant, or a person residing in or visiting the Premises, has been convicted of an offence under Section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved (a) a breach that occurred in, or in the locality of, the Premises, or (b) a breach that occurred elsewhere of a provision intended to prevent (i) behaviour that causes or is likely to cause harassment, alarm or distress to a

person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the Landlord, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

- (4) The Premises is or has been subject to a closure order under Section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and access to the Premises has been prohibited (under the closure order or under a closure notice issued under Section 76 of that Act) for a continuous period of more than 48 hours.
- (5) The Tenant, or a person residing in or visiting the Premises, has been convicted of an offence under Section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or Section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and the nuisance concerned was noise emitted from the Premises which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of Section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if -

- (a) There is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
- (b) The final determination of the appeal results in the conviction, finding or order being overturned.

GROUND 8

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing

- (a) if rent is payable weekly, or fortnightly, at least eight weeks' rent is unpaid;
- (b) if rent is payable monthly, at least two month's rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
- (d) if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the Tenant.

Discretionary Grounds - Court May Order Possession

GROUND 9

Suitable alternative accommodation is available for the Tenant or will be available for him when the order for possession takes effect.

GROUND 10

Some rent is lawfully due from the Tenant

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1) (b) of Section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

GROUND 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the Tenant has persistently delayed paying rent which has become lawfully due.

GROUND 12

An obligation of the tenancy (other than one related to the payment of rent) had been broken or not performed.

GROUND 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the Tenant or any other person residing in the dwelling-house and, in the case of any act of waste by, or the neglect or

default of, a person lodging with the Tenant or a sub-Tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the dwelling-house and any other premises which Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

GROUND 14

The Tenant or a person residing in or visiting the dwelling-house

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
 - (b) has been convicted of
 - (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
 - (ii) an arrestable offence committed in or in the locality of the dwelling-house

GROUND 14ZA

The Tenant or any adult residing in the Premises has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

GROUND 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the Tenant or any other person lodging with the Tenant or by a sub-Tenant of his, the Tenant has not taken steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

GROUND 17

The Tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly

- (a) the Tenant, or
- (b) a person acting at the Tenant's instigation

3. The Deposit.

The Tenant shall pay to the Landlord, on the signing of this Agreement, £500 as a Deposit to be held as stakeholder in a registered TDS. At the end of the Tenancy the Landlord shall return the Deposit to the Tenant subject to the possible deductions set out in Part IV of this Agreement.

4. Fixtures & Fittings

The Tenancy shall include the Fixtures & Fittings in the Premises including all matters specified in the Inventory & Schedule of Condition which will be supplied to the Tenant within 14 days of the Term commencing.

5. Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Part IV: Dealing with the Deposit

The following clauses set out:

- *what the Landlord will do with the Deposit monies paid by the Tenant under clause 3 above;*
- *what the Tenant can expect of the Landlord when the Landlord deals with the Deposit;*
- *the circumstances in which the Tenant may receive less than the sum paid to the Landlord as a Deposit at the conclusion of the Tenancy; and*
- *the circumstances in which other monies may be requested from the Tenant.*

- 6.1. The Landlord shall place the Deposit in a nominated account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord to cover banking costs.
- 6.2. After the Tenancy the Landlord or the Agent is entitled to deduct from the sum held as the Deposit any monies referred to in clause 6.6 of this Agreement. If more than one such deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed in clause 6.6.
- 6.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction made under this Part of the Agreement. That notice shall specify the amounts deducted and the reasons for any deductions made.
- 6.4. At the end of the Tenancy the Landlord or Agent will return the Deposit subject to any deductions made under this Part of the Agreement. If there is more than one Tenant, the Landlord may return the Deposit by cheque to any one Tenant at his last known address.

- 6.5. If the amount of monies that the Landlord is entitled to deduct from the Deposit under this Part exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.
- 6.6. The Landlord or Agent may deduct monies from the Deposit (as set out in clause 6.2) so as to compensate the Landlord for losses caused for any or all of the following reasons as a result of:
- Any damage, or compensation for damage, to the Premises or the Fixtures and Fittings or for missing items for which the Tenant may be liable or resulting from any breach of the terms of this Agreement by the Tenant. Subject to an apportionment or allowance for fair wear and tear, the age and condition of each any such item at the commencement of the Tenancy; insured risks and repairs that are the responsibility of the Landlord.
 - The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under this Agreement, including those relating to the cleaning of the Premises and the Fixtures and Fittings.
 - Any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence).
 - Any accidental damage caused by the Tenant, his family or visitors regardless of the cause.
 - Any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord or the Agent by the local authority.
 - Any rent and any accrued interest or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
 - Any other breach by the Tenant of the terms of this Agreement.
 - Any unpaid accounts or charges for water, environmental services, electricity or gas or other fuels used by the Tenant in the Premises, or for which the Tenant is liable.
 - Any unpaid council tax.
 - Any unpaid telephone charges.
 - Any agreement between the parties in respect of legal charges or other expenses awarded by an adjudicator or otherwise determined by the County Court.
- 6.7. The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement on the ground that the Landlord holds the Deposit or any part of it.
- 6.8. If the Landlord sells or transfers his interest in the Premises the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser or transferee. The Landlord shall then be released from any further claim or liability in respect of the Deposit (or any part of it).
- 6.9. At the end of the Tenancy
The Agent must tell the Tenant as soon as reasonably practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.
- 6.10. If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.11. If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit either party may refer the dispute to TDS for adjudication up until ninety days after the end of the Tenancy. All parties agree to co-operate with the adjudication.
- 6.12. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.9 to 6.11 above.

6.13. If there is a disagreement or dispute over the proposed distribution of the Deposit, no distribution of the amount in dispute can be made without the agreement of the Tenant.

6.14. In the event that the Tenant is comprised of more than one person, each person forming the Tenant agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through TDS to deal with any dispute about the Deposit at the end of the Tenancy.

Part V: Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in Part II. If any of these Terms are broken, the Landlord may be entitled to deduct monies from the Deposit (as set out in Part III), claim damages from the Tenant, or seek the courts permission to have the Tenant evicted from the Premises because of the breach.

General

7.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

7.2. Where the Landlord's prior written consent is required, consent will not be withheld unreasonably and if consent is refused the Landlord will provide the Tenant with reasons for that refusal in writing.

Paying Rent

8.1. To pay the rent as set out in clause 2 of this Agreement whether or not it has been formally demanded.

8.2. To pay interest on any payment of rent not made as set out in clause 2 of this Agreement. Interest shall be payable from the date on which the rent was due until the date on which the rent is actually paid. The interest rate will be 3% per annum above HSBC's Base Rate.

Further Charges to be paid by the Tenant

9.1. To pay the council tax (or any similar charge which replaces it) in respect of the Premises for the duration of the Tenancy either by paying directly to the council, or by paying that sum to the Landlord where the Landlord has previously paid that sum to the council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

9.2. To pay all charges falling due (whether metered or rated) for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:

9.3. If any of the services in clause 9.2 are disconnected as a result of the Tenant failing to comply with clause 9.2 or are disconnected at the Tenant's request, the Tenant will pay for the costs of re-connecting the supply.

9.4. To pay to the Landlord or Agent all reasonable costs and expenses incurred by the Landlord in:

- Recovering or attempting to recover any rent or other monies in arrears
- The enforcement of any obligation of the Tenant under this Agreement
- The service of any notice relating to any breach of this Agreement whether or not court proceedings are brought
- Any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Premises early, part from according to a break clause (if any).

- 9.5. To reimburse the Landlord in respect of any charges reasonably incurred by the Landlord as a result of a cheque being dishonoured or a standing order withdrawn, including settlement of the Agent's administration charge of £42.00 including VAT which will be incurred whenever a payment from the Tenant is returned by the bank as unpaid.
- 9.6. To pay the television licence regardless of the ownership of the transmission equipment.

The Condition of the Premises: Repair, Maintenance and Cleaning

- 10.1. To keep the interior of the Premises and the Fixtures & Fittings in the same repair, decorative order and condition throughout the Term as at the start of the Tenancy. The Tenant is not responsible for the following:
 - Fair wear and tear
 - Any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person residing, sleeping in or visiting the Premises
 - Repairs for which the Landlord has responsibility.
- 10.2. To inform the Landlord or the Agent as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 26.3 of this Agreement by delivering or posting a written notice to this effect to the Landlord's address (as set out in clause 30.1)
- 10.3. To keep the Premises and Fixtures & Fittings clean and tidy throughout the Term and to pay for the professional cleaning of the Premises at the end of the Tenancy to the same specification to which the Premises and Fixtures & Fittings were cleaned prior to the start of the Tenancy.
- 10.4. To clean the inside and outside of the easily accessible windows at the Premises regularly and at the end of the Tenancy.
- 10.5. To clean any chimneys at the Premises at least once a year.
- 10.6. To keep all smoke alarms in the same good working order as at the start of the Tenancy, replacing batteries where necessary.
- 10.7. To test the smoke alarms and carbon monoxide detectors monthly and to inform the Landlord promptly if any of the smoke alarms or carbon monoxide detectors require maintenance or repair.
- 10.8. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant.
- 10.9. To take all reasonable precautions (including any specifically required by the Landlord) to prevent damage occurring to any pipes or other installation in the Premises through misuse or by failing to take adequate precautions to protect pipe work from freezing.
- 10.10. To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated and if any condensation does occur to mop up any water promptly to prevent mould growth.
- 10.11. To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free from obstruction and to clear or pay for the clearance of any blockage or overflow when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or misuse by, the Tenant, his family or any visitors.
- 10.12. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors.
- 10.13. To replace all electric light bulbs and fuses.

10.14. To make good, or pay for, any failure by the Tenant to comply with the obligations set out in this Part of the Agreement.

10.15. To permit the Landlord to access the Premises upon 24 hours' prior written notice and to assess any damage to the Premises for which the Tenant is responsible so that the Tenant can choose whether to:

1. Notify the Landlord in writing of their intention to carry out such work within 7 days and to carry out such work within 1 month (unless a shorter period is justified); or
2. Authorise the Landlord within 7 days to carry out the work within 1 month (unless a shorter period is justified) at the Tenant's expense.

Where the Tenant chooses option 1 but fails to carry out such repairs or fails to do them to the proper standard the Landlord may enter the Premises with workmen to carry out such repairs or other works and may charge the reasonable cost of such work to the Tenant.

10.16. To remove all rubbish from the Premises by putting it in a plastic bin liner and to place the same in the dustbin or receptacle provided and dispose of it through the services provided by the Local Authority.

Insurance

11.1. Not to do or fail to do anything that leads to the policy of insurance on the Premises, or the Fixtures & Fittings not covering (in full or in part) the losses otherwise covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

11.2. To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with clause 11.1 of this Agreement.

11.3. To inform the Landlord or his Agent of any loss or damage to the Premises or the Fixtures & Fittings promptly upon the damage coming to the attention of the Tenant and to provide the Landlord or the Agent with written details of such loss or damage within a reasonable time of that loss or damage having come to the Tenant's attention.

11.4. The Tenant is warned that the Landlord's policy does not cover the Tenant's possessions. The Tenant is strongly advised to insure his own belongings with a reputable insurer.

Access and Inspection

12.1. To allow the Landlord or the Agent (or the Superior Landlord (if any)) to enter the Premises with or without workmen and with all necessary equipment. Except in an Emergency, the Landlord shall give the Tenant not less than 24 hours' prior written notice. The Tenant is only required to allow such access when:

1. The Landlord needs to inspect the Premises before carrying out repair work in the Premises or to carry out such work;
2. The Landlord needs to enter the Premises to access another part of the building where the Premises are part of a larger building to inspect the same or to carry out repairs to that part of the building;
3. The Landlord seeks to carry out work for which the Landlord is responsible;
4. The Landlord wishes to inspect the condition of the Premises at any time during the Tenancy;
5. The Landlord is required to carry out a safety check of the gas appliances at the Premises or other installations at the Premises;
6. The Landlord requires access for other reasons in order to comply with statute.

12.2. To allow the Landlord and any sale or mortgage surveyor access to the Premises by prior appointment to inspect the Premises for valuation purposes and to allow any person who is a prospective purchaser or tenant of the Premises to view the

same during normal working hours. The Landlord shall give the Tenant not less than 24 hours' prior written notice.

- 12.3. To allow the Landlord or the Agent to erect "for sale" or "to let" signs at the Premises.

Assignment

- 13.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's prior written consent.
- 13.2. Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant in this Agreement and any permitted children to occupy or reside in the Premises unless the Landlord has given written consent.

Use of the Premises

- 14.1. To use the Premises in a careful, responsible and tenant like manner.
- 14.2. To use the Premises as a single private residence only for the occupation of the Tenant and any named permitted occupiers.
- 14.3. Not to run a business from the Premises without the Landlord's prior written consent.
- 14.4. Not to store a caravan or erect temporary buildings upon the Premises.
- 14.5. Not to use the Premises for any illegal purpose or otherwise misuse the facilities therein.
- 14.6. Not to use, consume or allow to be used or consumed any illegal drugs or any other substance which is, or becomes, prohibited or restricted by law other than for approved medical purposes.
- 14.7. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.
- 14.8. Not to use the Premises or allow others to use the Premises so as to cause a nuisance annoyance or cause damage to the Landlord, Superior Landlord, or to any neighbouring, adjoining or adjacent premises or the owners or occupiers thereof.
- 14.9. Not to cause or permit others to cause noise at the Premises which is audible outside the Premises between the hours of 10:00pm and 10:00am.
- 14.10. To use the Premises and its facilities for the purposes for which they are intended.
- 14.11. To return any hired appliance brought into the Premises to the supplier at the end of the Term.
- 14.12. Not to decorate or make any alterations or additions to or in the Premises without the prior written consent of the Landlord.
- 14.13. Not to remove the Fixtures & Fittings of the Premises or to store them in any way or place within or outside the Premises that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy without first obtaining the Landlord's written consent.
- 14.14. Not to place any aerial, satellite dish, cable television or telephone, notice, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord. If consent is given the Tenant will meet all the costs of installation, removal and repair of any damage caused as a result of such installation.
- 14.15. To hang washing outside the Premises in places permitted for this purpose or in places consistent with local practice.
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- 14.16. Not to dry clothes on any radiators or other space heaters and to only dry clothes in designated areas and will use any airer or tumble dryer provided, if any.
- 14.17. Not to barbecue in or on the Premises if the Premises are subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.
- 14.18. To run all taps in sinks, basins and baths, flush lavatories and run the shower for twenty minutes after the Premises has been vacant for any period of seven days or more.

Utilities

- 15.1. To notify the local authority council tax office and suppliers of gas, water, electricity and telephone services to the Premises that this Tenancy has started and to apply for the accounts for the provision of those services to be sent in the name(s) of the Tenant.
- 15.2. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 15.3. The Tenant shall not attempt to transfer the telephone number without first obtaining the Landlord's written consent. If the Tenant changes the telephone number without obtaining the Landlord's consent the Tenant will reimburse the Landlord in respect of any additional charges, including any administration charge payable to the Agent, whose charges shall be calculated on a time basis with time charged at £42.00 including VAT per hour, incurred by the Landlord in restoring the supply upon production of a receipted invoice PROVIDED THAT it is reasonable for the Landlord to have withheld consent.
- 15.4. If the telephone number is changed the Tenant will inform the Landlord of any change of telephone number within a reasonable period of time of the Tenant being given the new number and the Tenant will not change service providers without the Landlord's prior written consent. If the Tenant changes supplier without obtaining the Landlord's consent the Tenant will reimburse the Landlord in respect of any additional charges, including any administration charge payable to the Agent, whose charges shall be calculated on a time basis with time charged at £42.00 including VAT per hour, incurred by the Landlord in restoring the supply and restoring the account with the original provider upon production of a receipted invoice PROVIDED THAT it is reasonable for the Landlord to have withheld consent.
- 15.5. To pay to the Landlord all costs incurred in the re-connection of any such service (including any arrears of payment) following disconnection of such services whether caused by the Tenant's failure to comply with clause 9.2 or by anything done or not done by the Tenant.
- 15.6. To pay the closing accounts received from the service providers set out in clause 15.1. and to provide the Agent with receipted copies.
- 15.7. To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the services set out in clause 15.1 and to the local authority and in the alternative to authorise the Landlord to settle any unpaid accounts from the Deposit PROVIDED THAT the Landlord is under no obligation to do so.

Animals & Pets

- 16.1. Not to keep any animals insects or birds (whether domestic or otherwise) in the Premises without the prior written consent of the Landlord.
- 16.2. To pay to the Landlord or the Agent £500.00 within 14 days of receiving such written consent. Such payment will be added to the Deposit held as being subject to the rules of Part III of this Agreement. The Agent will send the Tenant an updated certificate and prescribed information relating to the increased Deposit.
- 16.3. In addition to any other obligation set out in this Agreement, to pay for the Premises to be professionally cleaned with de-infestation cleaner at the end of

the Tenancy. The Tenant will remain liable for lost rental income until the Premises are professionally cleaned and properly treated with de-infestation cleaner.

Leaving the Premises Empty

- 17.1. To notify the Landlord or the Agent in writing before leaving the Premises vacant for any continuous period of 16 days or more during the Tenancy.
- 17.2. To comply with any conditions set out in the Landlord's policy of insurance relating to requirements when the Premises are empty, a copy of which available upon request from the Landlord or the Agent upon request. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 17.1 of this Agreement.

Locks

- 18.1. To secure all locks on the doors and windows when the Premises are vacant and at night.
- 18.2. Not to install or change any locks in the Premises without the prior consent of the Landlord, except in the case of an emergency.
- 18.3. Not to have any further keys cut for the locks to the Premises without notifying the Landlord in writing of the number of additional keys cut.
- 18.4. At the end of the Tenancy (whether before or after the Term of this Agreement) to return all keys to the Landlord. The Tenant shall pay the Landlord or the Agent the reasonable cost of replacing the locks to the Premises where any keys given to the Tenant are not returned to the Landlord.

Garden

- 19.1. Not to damage or remove any trees shrubs or plants so as to alter the layout of the garden at the Premises (if any).

To keep the garden and other outside areas at the Premises in good order, by watering it and keeping any grass properly cut, shrubs seasonally pruned and any borders free from weeds.

House Plants

- 20.1. For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plants that have been left in the Premises which have died.

Parking Space

- 21.1. To park private vehicle(s) only at the Premises. If the Tenant is allocated a car parking space, the Tenant will only park in the space allocated to the Premises.
- 21.2. To keep any garage, driveway or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle belonging to the Tenant, his family, contractors or visitors.
- 21.3. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.

Check-In Inventory & Check-Out

- 22.1. To return a signed copy of the Inventory & Schedule of Condition within 7 days of receipt of the same at the commencement of the Tenancy with any written amendments or notes. If the Tenant does not do so, then the Inventory & Schedule of Condition shall stand as a true record of the condition of Premises as at the commencement of the Tenancy and will be used for comparison purposes to assess and value all damage for check-out purposes at the end of the Tenancy.
- 22.2. If either party or their authorised agent fails to keep an appointment to check the Inventory & Schedule of Condition at the commencement of the Tenancy they will pay for the other party's wasted visit in the sum of £42.00 including VAT. If the Tenant or his agent fails to keep the second appointment then the Landlord or the Agent can proceed with the check-in, in the absence of the Tenant.

- 22.3. To pay for an independent inventory clerk to prepare a comprehensive check-in report having regard to the check in Inventory & Schedule of Condition prior to the commencement of the Tenancy.

- 24.1. To confirm that the Tenant has been provided with a valid Energy Performance Certificate relating to the Premises, the Government's current How to Rent Guide and a Gas Safety Certificate performed at the Premises within the 12 month period preceding the commencement date of the Tenancy (if applicable).

Right to Rent

- 25.1. To agree that all persons named as the Tenant or any other person over the age of eighteen who resides at the Premises, whether named in this Agreement or not, must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Premises, either before or during the Tenancy. To avoid doubt, if any adult occupying the Premises fails to comply with this obligation, the Landlord may take any necessary legal action to have that person evicted from the Premises.
- 25.2. If any person forming the Tenant or any occupier changes during the Tenancy, all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking occupation of the Premises and to ensure that any additional or new person provides evidence of their right to rent as required by the Immigration Act 2014 by meeting the Landlord or the Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied.

Part VI: Further Conditions to be Kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main Terms found in Part II. If any of these Terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

- 26.1. To allow the Tenant to peaceably hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming authority to act under, through or in trust for the Landlord.
- 26.2. To obtain all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, mortgagees, insurers, or others).
- 26.3. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to:
- 26.3.1. Keep the structure and exterior of the Premises in repair (including drains, gutters and external pipes);
- 26.3.2. Keep in repair and proper working order the installations in the Premises 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
- 26.3.3. Keep in repair and proper working order the installations in the Premises for space heating and heating water.
- 26.4. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures & Fittings except

that the Tenant shall pay to the Landlord the cost of any repairs resulting from misuse by the Tenant or the Tenant's visitors.

- 26.5. To ensure that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 26.6. To ensure that all gas installations or gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check certificate will be given to the Tenant at the start of the Tenancy.
- 26.7. To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 26.8. To provide a smoke alarm on each storey of the Premises and a carbon monoxide detector in any room with a solid fuel appliance and to have the alarms and detectors checked and tested to check they are fully operational on the commencement date of the Tenancy. To hold written records of these tests and to maintain the alarms and detectors as and when necessary during the Tenancy.
- 26.9. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Head Lease and to take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Head Lease.
- 26.10. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.
- 26.11. To pay for an independent inventory clerk to prepare a comprehensive check-out Inventory & Schedule of Condition at the end of the Tenancy.
- 26.12. To pay for the cost of checking the Inventory at the termination of the Tenancy.
- 26.13. Where the Landlord resides overseas the Landlord will appoint the Agent to collect the rent and deduct any tax due. If the Landlord does not appoint the Agent for these purposes, Her Majesty's Revenue and Customs can recover the tax from the Tenant who is authorised to withhold monies equivalent to standard rate income tax from the rent due.

Part VII: Interrupting or Ending this Agreement

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

Ending the Tenancy and Forfeiture

- 27.1 If at any time:
- (a) the rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
 - (b) if any agreement or obligation of the Tenant is not complied with; or
 - (c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions); or

The Landlord may give written notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by obtaining a court order and re-entering the Premises with the bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

- 27.2 The Landlord hereby gives notice to the Tenant that possession might be recovered under Ground 1 of Part 1 of Schedule 2 to the Housing Act 1988 in that at some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlords at least one of them, occupied the Premises as his only

or principal home; and the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as his or his spouse's only or principal home.

27.3 The Landlord hereby gives notice to the Tenant that possession might be recovered under Ground 2 of Part 1 of Schedule 2 to the Housing Act 1988 in that the Premises are subject to a mortgage granted before the beginning of the Tenancy and the mortgagee is entitled to exercise a power of sale conferred on it by the mortgage or by Section 101 of the Law of Property Act 1925.

27.4 The Landlord may bring this Tenancy to an end at any time before the expiry of the Term by giving the Tenant not less than two months' notice in writing stating that the Landlord requires possession of the Premises. Such notice not to be given in the first six (6) months of the Tenancy.

- 27.5 Where the Tenant leaves the Premises full of bulky furniture or other discarded items such that the Premises cannot be re-let the Tenant shall remain liable for rent and other monies under this Agreement until they are removed from the Premises.
- 27.6 Where small items are left and they can be easily moved and stored the Landlord is authorised to remove them from the Premises. The Tenant will pay all reasonable removal / storage charges, including the Agent's administration fees, which will be calculated on a time basis with time charged at the rate of £42.00 including VAT. However, before incurring these removal and storage charges the Landlord will contact the Tenant at the last known address giving 7 days' written notice these items will be placed into storage for 3 months if they are not collected. After 3 months uncollected items will be treated as abandoned property and will be disposed of. The Tenant will pay the costs of disposal.

Interruptions to the Tenancy

- 28.1 If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord's policy of insurance has insured, rent shall cease to be payable until the Premises are re-instated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant or his visitors.
- 28.2 If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

Data Protection Act 1998

- 29 It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes. The personal information of both the Landlord and the Tenant may be provided by the Agent to the other party to this agreement, to utility suppliers, the local authority, authorised contractors, any credit agencies, referencing agencies, legal advisers, debt collectors or any other interested third party.

Notices

- 30.2 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 30.1, any notice or other communication which is delivered or posted to the Premises.
- 30.3 The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 4.30pm or the last known address of the tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.
- 30.4 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next

working day; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in this Agreement the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address to the Landlord at the address set out in this Agreement or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.

-----END OF CLAUSES-----

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED

[Redacted Signature]

By, or for and on
behalf of, the LANDLORD
Giles W. Underhill

SIGNED

[Redacted Signature]

TENANT
Tomasz Wozniak

[Redacted Signature]

SIGNATURE
OF WITNESS

[Redacted Signature]

NAME AND
ADDRESS OF
WITNESS

[Redacted Name and Address]