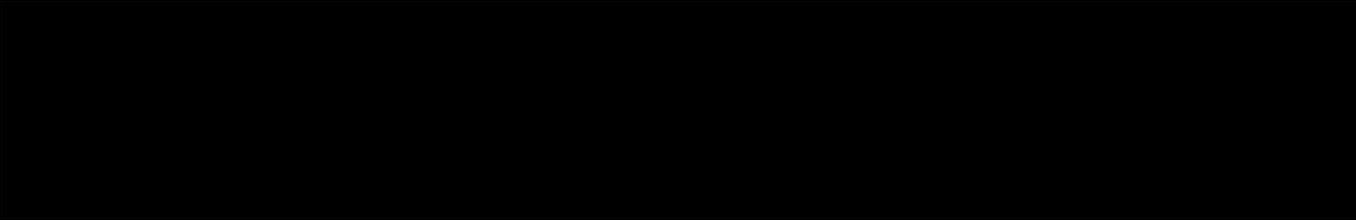


AGREEMENT for letting furnished/unfurnished dwelling on an Assured Shorthold Tenancy under Part 1 of The Housing Act 1988

PARTICULARS OF THE AGREEMENT

1: DATE: 25 May 2016



4: PERMITTED OCCUPANTS: THE ABOVE TENANT(S)

5: ADDRESS OF THE PROPERTY: 7 Mayo Road Brighton East Sussex together with the fixtures and fittings therein and more particularly specified in the Inventory

6: TERM OF TENANCY: 12 months Commencing: 02 September 2016

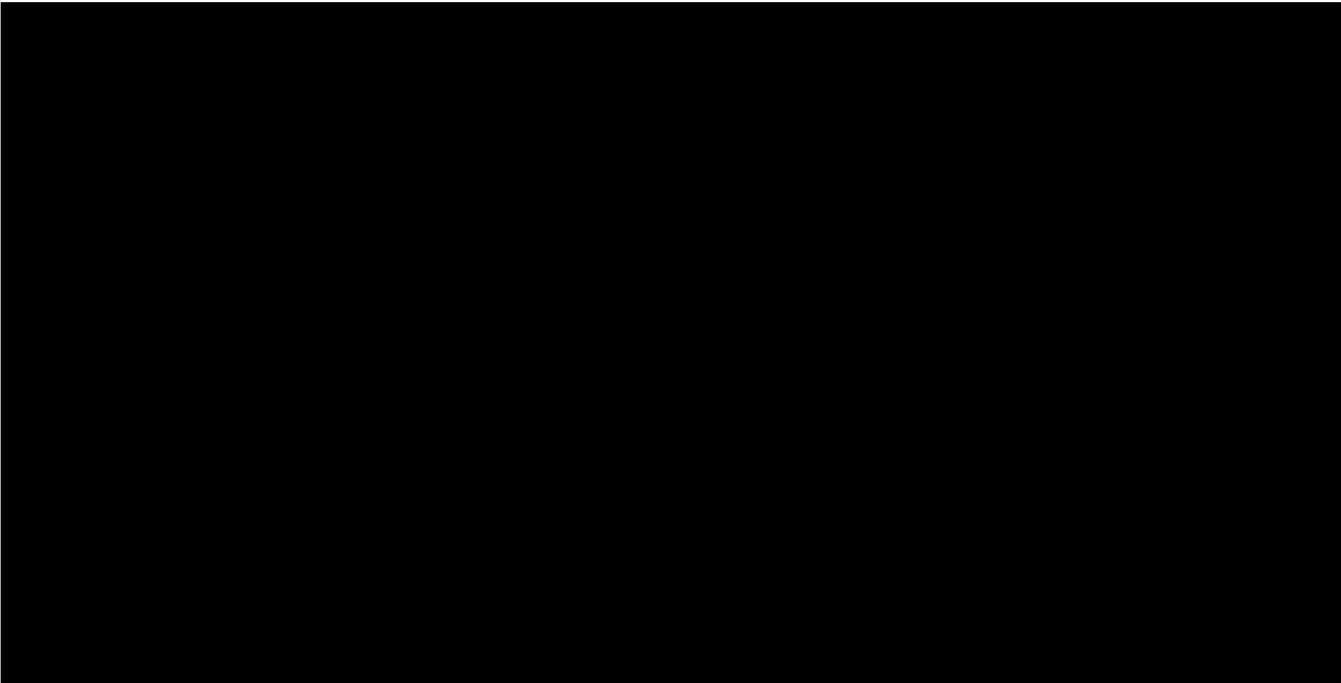
7: RENT: £2860.00 p.c.m. in advance on the 2nd of each month thereon.

8: DEPOSIT: £ 2860.00

1)The Landlord shall let and the Tenant shall take the Property as an Assured Shorthold Tenancy for the Term and Rent stated in the particulars, and upon the Terms and Conditions set out in the schedule attached hereto.

2) The Landlord hereby gives Notice to the Tenant that he might seek to recover possession under Ground 1-16, Schedule 2 Housing Act 1988.

3) The Landlord hereby gives notice to the Tenant pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address of the Landlord specified above.



## TERMS AND CONDITIONS OF TENANCY

### INTERPRETATION

1.1 The expression 'Landlord' includes the successors in title to the Landlord and the singular number includes the plural and vice versa. The neuter includes the masculine and the feminine and where there are two or more persons included in the expression 'the Tenant' or 'the Landlord' agreements by the Tenant of the Landlord shall be deemed to have been made by such persons jointly and severally (meaning that any one of the members of a party can be held responsible for the full obligations under the Agreement if the other members do not fulfill their obligation).

1.2 The expression 'the property' shall include (where the context so permits) all items specified in any inventory annexed hereto and any other fixtures fittings furniture and effects belonging to the Landlord and in or upon the Property and the expression 'the building' shall mean any building of which the Property forms part.

1.3 The expression 'the Term' shall mean the period of Tenancy specified in the Particulars and any extension thereof or period of holding over. The expression 'Landlord's Agents' shall mean Harringtons Lettings. The expression 'the Equipment' shall include all items of plant machinery, heaters and heating equipment, boilers and electrical goods belonging to the Landlord and included in the letting and specified upon the Inventory.

### DEPOSIT

2.1 The Tenant shall pay the Deposit to the Landlord's Agents who shall hold the same as Agent for the Landlord or pass to the Landlord to hold as stakeholder until vacant possession of the entire Property is given by the Tenant. The Deposit shall be protected by an authorised Tenancy Deposit Scheme in accordance with the Housing Act 2004. The Tenant acknowledges by signing this Tenancy that he has received the statutory details of the authorised Tenancy Deposit Scheme where the Deposit is to be held. The Landlord or the Letting Agent will lodge the deposit within 30 days from receipt of Deposit. The Tenant should take independent legal advice from a Solicitor, Citizens Advice Bureau or other housing advisory scheme.

2.1.1 The Deposit will be protected by Deposit Protection Service (The DPS), MyDeposits or the Tenancy Dispute Service (The TDS) in accordance with the terms and conditions of the relevant scheme.

2.1.2 On vacation of the Property, the Landlord may be entitled to deduct sums (either with the Tenant's agreement or with the Deposit Scheme Provider's consent) from the Deposit to recompense the Landlord financially for any losses incurred as a result of the Tenant breaching his obligations under the Tenancy Agreement. In the event that deductions shall be made, the Landlord or the Landlord's Agent may deduct a further reasonable fee limited to £200.00 plus VAT in administrations costs. Deductions may be included without prejudice to any other deductions as follows:-

2.1.2.1 any unpaid rents outstanding

2.1.2.2 the cost of making good any damage or disrepair to the Property

2.1.2.3 any other monies payable under the Terms of the Tenancy

2.1.2.4 any costs incurred in replacing the locks where all keys are not returned on vacation of the Property

2.1.2.5 any costs incurred in cleaning the Property

2.1.2.6 any sums paid to service providers where the Tenant has failed to settle closing bills directly with the service providers. This will include gas, electricity, telephone, council tax, any other applicable taxes, and Housing Benefit (if applicable).

2.1.3 Where the Deposit is being held by the DPS and the Landlord or the Landlord's Agent and the Tenant cannot agree any deductions from the Deposit, the following procedure for Dispute at the end of the Tenancy will apply:-

2.1.3.1 The Tenant should in the first instance set out in writing details of the dispute to the Landlord or the Landlord's Agent within 30 days of vacating the Property. The Landlord or the Landlord's Agent will then endeavour to resolve the dispute within 10 days of receipt of the written complaint from the Tenant.

2.1.3.2 If the Landlord or Landlord's Agent and the Tenant cannot resolve the dispute within the time frames set out above in 2.1.3.1 the Landlord or Landlord's Agent will report the matter to the DPS using the appropriate form and/or procedure provided by the Scheme.

2.1.3.3 The DPS will then take over the dispute and make a decision on any deductions.

2.1.3.4 The Landlord or Landlord's Agent and the Tenant agree that they will cooperate fully with any requests from the DPS and will provide accurate information to their best knowledge and belief.

2.1.4 Where the Deposit is registered under MyDeposits and the Landlord or the Landlord's Agent and the Tenant cannot agree any deductions from the Deposit, the following procedure for dispute at the end of the Tenancy will apply:-

2.1.4.1 The Agent/Landlord must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.

2.1.4.2 If there is no dispute the Agent/Landlord 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.

2.1.4.3 The Tenant should try to inform the Agent/Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

2.1.4.4 If, after 10 working days following notification of a dispute to the Agent/Landlord 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 the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

2.1.4.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses above.

2.1.5 Where the Deposit is registered with the TDS and the Landlord's Agent or Landlord and the Tenant cannot agree any deductions from the Deposit, the following procedure for dispute at the end of the Tenancy will apply:-

2.1.5.1 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy can be found on the TDS website [www.tds.gb.com](http://www.tds.gb.com), 0845 266 7837

2.1.5.2 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord or the Agent. Under these circumstances, the Landlord or Landlord's Agent must do the following:-

2.1.5.2.1 Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/Landlord using information readily available.

2.1.5.2.2 Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do.

2.1.5.2.3 Allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

2.1.5.3 A formal record of these activities should be made, supported by appropriate documentation.

2.1.5.4 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity - subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would immediately met by the Member from its own resources.

2.1.5.5 Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

2.2 In the event that the Tenant shall be more than one person the receipt of any one person included in the Tenancy shall be sufficient discharge for the Landlord's Agents and the Landlord for the return of any monies or any part of the Deposit.

2.3 At all times during the Term, to maintain the amount of the Deposit specified in the Particulars and in the event that the whole or part of the same is appropriated by the Landlord's Agents for any purpose hereinbefore specified, then to pay to the Landlord's

agents an equivalent sum so that the amount of the Deposit shall at all times be the amount specified in the Particulars.

## TENANT'S OBLIGATIONS

3. The Tenant HEREBY AGREES with the Landlord as follows:-

3.1 To pay the rent at the times and in the manner specified in the particulars and to sign (a) such standing order mandate or (b) an authority from the Housing Benefit office to pay the housing benefit direct to the landlords agents, the tenant to carry out as soon as this agreement has been signed, and the tenant must pay interest at prevailing rate on any rent or other payment which is not received by the landlord. Such payment only to take force in two days after the payment was due and until such time as the payment is made. Interest can be added to any claim against the tenant in a court. In the event that the rent is paid late a fee of £10.00 plus v.a.t. will be charged for each month that the tenant is late.

3.2.1 Forthwith upon signing hereof to apply to the appropriate supply authorities for the accounts in respect to the supply of electricity, water, gas, and telephone (where applicable) to be transferred into the Tenants's name and to sign such authorities or other documentation as the Landlord may reasonably require in this regard.

3.2.2 To pay for all such electricity, water, gas, telephone services, council tax, which shall be consumed in or supplied to the property during the Term and the amount of all standing charges and re-connection (if applicable) charges (in the event that disconnection has occurred due to the Tenants negligence) in respect thereof and to pay for the television license.

3.2.3 During the Term and immediately upon the expiry of the Term to discharge forthwith all outstanding accounts in respect of electricity, gas, water, oil or any other fuel and telephone.

3.3.1 If the Property is let unfurnished then only subclause 1 of this subclause 3.3.1 shall be applicable but if the Property is let furnished then only subclause 2 of this subclause shall be applicable.

3.3.1.1 At all times to keep the interior of the Property (including all the doors, locks, windows, window frames and the glass therein) in as good and tenable state of repair, decoration and condition as the same commencement of the Term (fair wear and tear and damage by accidental fire excepted) and in particular to clear, maintain, repair or replace (where necessary any of the sinks, sanitary fittings, cisterns, drains, waste or soil pipes or other installations as may be damaged blocked or broken by an act, neglect or omission on the part of the Tenant or visitors and further to maintain services, repair and replace (where necessary) any of the Equipment which has been damaged by the Tenant during the Term.

3.3.2 The tenant shall pay the amount of the BBC television licence fee and any other charges for cable, sky or satellite television services for the property without the landlords consent.

3.3.3 At the expiry of the Term to yield up the property with vacant possession and in accordance with the requirements as to repair and decoration aforesaid and to make good and pay for the repair of or replace such of the furniture of the Equipment (if any) as shall be broken, lost, damaged or destroyed (reasonable wear and tear excepted) and in the event of replacement with the prior written approval of the Landlord or the Landlord's Agent and to pay for the laundering, washing and cleaning of all furnishings, linen, blankets, curtains, carpets and other similar items which shall have become soiled or infested during the Term.

3.3.4 To take all reasonable precautions to prevent any damage to the water or heating systems by freezing or other phenomena and in the event of such damage caused by failure by the Tenant to take such precautions the Tenant shall forthwith and at the Tenant's own expense effect all such repair and replacement as may be necessary to reinstate the system in good working order and also to repair and make good any consequent damage that may have been caused to the Property or the decorations thereof.

3.3.5 To forthwith notify the Landlord or the Landlord's Agents of any damage or want of repair to the Property.

3.3.6 To pay the Landlord's Agents or the Landlord the reasonable cost of preparing and pricing a Schedule of Dilapidations (if such is necessary) by the Landlord's Agents following the expiry of the Term together with any reasonable Agent's charges in arranging to remedy any want of repair decoration or otherwise.

3.3.7 In the event that the Tenant is given licence to keep a pet at the property then they warrant that they will immediately have all of the carpets cleaned throughout the property at the end of the Tenancy and will ensure that any damage caused by such pets will be immediately remedied on request from the Letting Agent and/or the Landlord. This may be at the end of the Tenancy or at any time during the Tenancy.

3.4 To preserve the furniture from being destroyed or damaged and not to remove any of the furniture from the property and to leave the furniture at the expiry or sooner determination of the Term in the positions and in the room which the individual piece occupied at the commencement of the Term.

3.5 To permit the Landlord or the Landlord's Agents at all reasonable times and with not less than 24 hours written notice (except in case of emergency) to enter the Property and to view the state and condition thereof. Once notice has been given or received within the last 2 months of the tenancy to allow for the purpose of viewing and remarketing the Landlord or his Agent to enter the property between the hours of 9am to 6.30pm Monday to Friday and 9am to 1pm on Saturday with not less than 24 hours written notice (except in case of an emergency).

3.6 To permit the Landlord and the Superior Landlord (if any) and their respective Agents with or without workmen at all reasonable times and not less than 24 hours written notice (except in case of emergency) to enter the Property and to afford them all facilities for the purpose of repairing and decorating the Property (including if the property is part only of a building and any other part of that building) and for carrying out and completing all other necessary and proper repairs thereto.

3.7 During the last two months of the Term to permit the Landlord with or without Agents and any other persons on reasonable notice and not less than 24 hours written notice to inspect the Property at all reasonable times for the purpose of any sale of or Mortgage of the Property or any further letting of the Property.

3.8 Where the property is part of a building to allow access at all times through the Property to any roof space thereover or to any other part of the Building to the Landlord and the Landlord's Agents with or without workmen.

3.9 During the Term to permit any Estate Agents notices or boards to be affixed to the Property intimating that it is to be let or sold.

3.10 Not to make any alteration or addition whatsoever to the Property nor to damage nor injure the Property or any other part of the building or make any alteration in or addition to the electrical or plumbing systems therein and in particular not to erect any satellite dish nor install cable television.

3.11 Not to assign, underlet, charge, part with or share possession or occupation of the Property or any part thereof.

3.11.1 Not to assign, underlet, charge, part with or share possession or occupation of the whole of the Property without Landlord's consent not to be unreasonably withheld.

3.11.2 Not to assign, underlet, charge, part with or share possession or occupation of part of the Property at any time.

3.12 To use the Property for the purpose of a private residence only and not to carry on in the Property any profession trade or business or let apartments or receive paying guests in the Property

3.13 Not to exhibit on any part of the Property or upon the exterior thereof or any part of the Building any advertisement notice board or notice of any nature whatsoever.

3.14 Not to do or permit to be done in or about the Property any act or thing which may be or become a nuisance or annoyance to the Landlord or to the occupiers of any neighbouring adjoining or adjacent property or which may vitiate any insurance of the Property or the Building against fire or otherwise or increase the ordinary premium for such insurance including carrying on any business at the said premises.

3.15 Not to play any music of any description whether by radio or other equipment or instrument or to cause or permit any singing to take place in the Property so as to cause annoyance to the Landlord or the occupiers or owners of any adjoining or adjacent property or so as to be audible outside the Property and particularly between the hours of 10.00 pm to 7.00 am.

3.16 Not to hang or permit to be hung or exposed any clothes or other articles upon the exterior of the Property or in any garden except where expressly permitted by the landlord or the Landlord's Agents not to be unreasonably withheld.

3.17 Where the Property is part of a building not to obstruct common passageways and staircases and hallway of the Building nor place nor keep anything thereon or therein without the prior written consent of the Landlord or the Landlord's Agents not to be unreasonably withheld.

3.18 Not to keep any animals, birds, reptiles or pets of any description upon the Property without the prior written consent of the Landlord or the Landlord's Agents which may be revoked or withdrawn at any time not to be unreasonably withheld.

3.19 Not to take into or keep or use upon the Property any heater or like equipment which requires gas, paraffin or other liquid fuel for consumption nor to keep any combustible offensive or dangerous fluids, fuels or materials upon the Property and to fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority. The use of matches or lighters are permitted.

3.20 In the event that any gardens or grounds shall be included in the demise then to keep the same in good order and to keep the grass cut and the borders free from weeds to the reasonable satisfaction of the Landlord or the Landlord's Agents and not to alter the existing design content or layout of the said garden or grounds without the prior consent in writing of the Landlord or Landlord's Agents, regardless of whether the garden was previously maintained.

3.21 In the event that the Property or the Building shall include any external area or garden not to keep, bring into or permit to be brought to same any caravans or portable buildings not to park nor permit to be parked thereon or to keep or store thereon any vans, lorries or similar commercial vehicles.

3.22 Not to cause the telephone apparatus now in the Property to be removed or replaced. Not to allow it's position to be altered or any alteration to the wiring of such apparatus nor to cause the telephone number to be changed save with the prior written consent of the Landlord or the Landlord's Agents.

3.24 Not to commit or allow the commission upon the Property of any act which could lead to the prosecution of the Landlord or the landlord's Agents under the Misuse of Drugs Act 1971 (or any statutory enactment which replaces or modifies same) nor to bring, keep nor permit the keeping of any unlawful drugs or prohibited substances upon the Property.

3.25 To notify the Landlord's Agents forthwith in writing if it is intended that the Property shall be left vacant for any continuous period of ten days or more.

3.26 To pay to the Landlord or his Agents on demand all reasonable costs (which may include fees of solicitors, barristers, surveyors and managing agents), which the Landlord or his Agents have been charged by any such professional in enforcing or attempting to enforce the provisions of this Agreement which may include for example the costs of taking proceedings to secure possession or to recover non-payment of rent.

3.27 In the event that the Tenant shall unlawfully try to change the Terms of this Agreement (repudiate) or attempt to end without the Landlord's consent (unilaterally terminate) this Agreement prior to the expiry of the Term, then the Tenant shall be liable to pay the Letting Agent's reasonable fees for arranging to re-let the Property, including the

costs of further advertising and viewings. For the avoidance of doubt in these circumstances, the Tenant will be liable to pay the Rents hereby reserved until new Tenants can be found.

3.28 If at the commencement or during the Term the Tenant shall become entitled to the payment of any Housing benefit or other similar monies by a local authority, then the Tenant hereby irrevocably authorises the Agents to receive such sums, as and when the same fall due from the said local authority, and also hereby authorises the said local authority to pay such monies to the Agents on behalf of the Landlord, and the Agents receipt for same shall be sufficient discharge to the said local authority for payment of such housing benefit or other monies. The Tenant undertakes to repay on demand to the Landlord through his Agents, The Harringtons Lettings, any over payment of housing benefit or other similar monies re-claimed by any local authority.

3.31 The Tenant must not change the locks or security codes without the prior written consent from the Landlord and/or the Letting Agent. The Tenant must supply the Landlord with a set of keys or the new code immediately upon replacement.

3.32 In the case of small items being left in the property inadvertently, the Tenant must pay the reasonable costs to the Landlord of the removal and of the storage or disposal.

3.33 It is accepted by the Tenant that the inventory is correct at the time of signing this Contract and the Tenant has a further 14 days in which to return any amendments to Harringtons Lettings.

#### LANDLORD'S OBLIGATIONS

4. The Landlord HEREBY AGREES with the Tenant as follows:-

4.1 That the Tenant paying the rent and performing all agreements and provisions on the part of the Tenant herein contained the Tenant may quietly possess and enjoy the Property during the Term without unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

4.2 In the event that the Property forms part of a Building to keep the common passageways, staircases and hallways adequately lighted and cleaned.

#### FORFEITURE

5. If the rent or any instalment or part thereof shall be in arrears for at least seven days after the same shall have become due (whether legally or demanded or not), or

5.1 If there shall be a breach of any of the agreements or provisions of this Tenancy Agreement on the part of the Tenant herein contained or

5.2 If the Tenant shall commit any act of bankruptcy or become bankrupt provided that this Sub-Clause 5.2 shall not apply in the case of an Assured Shorthold Tenancy or

5.3 If the Tenant to whom the Property is let is a company and the Tenant goes into liquidation (either voluntarily or compulsorily save for the purpose of reconstruction) or

shall have a Receiver or Administrative Receiver or manager appointed for it or in respect of any part of its assets or undertaking.

5.4 Then the Landlord may re-enter (with a Court Order) the Property or any part thereof in the name of the whole and immediately thereupon the Tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.

## PROVISOS

6. Provided Always and it is hereby agreed as follows:-

6.1 If the Property or any part thereof shall at any time be destroyed or so damaged by any of the risks against which the Landlord shall have insured as to be unfit for occupation or use and the relevant policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default on the part of or suffered by the Tenant then the rent hereby reserved according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Property shall again be rendered fit for occupation and use.

6.2 In the event that the Landlord's interest in the Property or the Building is Leasehold the Tenant shall observe and perform the Lessee's Covenants and Conditions contained in any Head Lease (save as to payment of rent and service charges) and to observe and perform all rules and regulations made in respect of the Building from time to time. In such circumstances the expression "the Landlord" in this Agreement shall include any Superior Landlord where the context so permits. The tenant shall enter into a direct Deed of Covenant with the Landlord as required by any such Lease that the Landlord shall hold the Property under, and shall be signed by the Tenant as and when the Landlord's Agents require.

In relation to set off in respect of the property it is agreed as follows:-

- (1) The tenant must write to the landlord, or agent, making them aware of the required repair giving reasonable time to remedy it
- (2) Once this time has passed if they have not responded then the tenant should inform again in writing that they will undertake the repair to carry out the repairing obligation allowing further reasonable time for the work to be carried out
- (3) That the tenant must obtain two estimates for the cost of the work from reputable contractors
- (4) The tenant must write again enclosing copies of the estimates and reminding the landlord of the obligation and giving a further reasonable period to carry out the work.
- (5) If they do not receive a response the tenant can arrange for a contractor giving the best value for money to do the work and obtain the request for payment
- (6) If the tenant then settles the account the tenant may deduct the cost from the rent
- (7) For clarification the tenant can only deduct rent in relation to repairs carried out in respect of the procedure above. Any other deductions must be mutually

agreed between the parties or alternatively the tenant has the right to go to court.