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ASSURED SHORTHOLD TENANCY

AGREEMENT

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

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

This agreement is made the 16th day of May 2017

1 Particulars

1.1 Parties

1.1.1 The Landlord
DGD Properties Limited
Contact Address: 208 Wilmslow Road, Fallowfield, Manchester, M14 6LF
Contact Telephone number: 0161 256 2500
Contact Fax number: 0161 257 2379
Contact Email address: info@aroundtownflats.com

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

1.1.2 The Tenant

Current Address
Tenant 1: Mr Ravinder Owan, 32 Schuster Road, Manchester, M14 5PE
Tel: 07963082230 Email: ravinderowan@hotmail.co.uk
Tenant 2: Mr Arun Bharath, 32 Schuster Road, Manchester, M14 5PE
Tel: 07717890201 Email: arun.bharath@stu.mmu.ac.uk
Tenant 3: Mr Jabbar Sheikh, 32 Schuster Road, Manchester, M14 5PE
Tel: 07432104719 Email: jabbarsheikh96@gmail.com
Tenant 4: Mr Brandon Munoz, 32 Schuster Road, Manchester, M14 5PE
Tel: 07450938674 Email: brandonantoniomunoz@hotmail.com

Post Tenancy Address where different from Current Address
Tenant 1: 27 Wingate Road, Walsall, WS2 0AS
Tenant 2: 20 Woodliffe Crescent, Chapel Allerton, Leeds, LS7 3RE
Tenant 3: 17 Albacore Road, Cambridge, CB23 6JH
Tenant 4: 340 Meanwood Road, Leeds, LS7 2JF

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

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

1.1.3 Relevant Person

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person. For this tenancy there is no Relevant Person as the Deposit is provided by either the Tenant or Guarantor unless stated in clause 1.1.3.1.

1.1.3.1 The Relevant Person for

Tenant 1 is:
Contact Address
Contact Telephone number
Contact Email address

1.1.4 The Guarantor
In respect of Tenant 1: Mr Kulwinder Ram, 27 Wingate Road, Walsall, WS2 0AS
Contact Telephone number: 07505118615
Contact Email address: k.ram@blueyonder.co.uk
In respect of Tenant 2: Mr Jaswinder Bharath, 20 Woodliffe Crescent, Chapel Allerton, Leeds, LS7 3RE
Contact Telephone number: 07900052297
Contact Email address: jazz.bharath@ntlworld.com
In respect of Tenant 3: Ms Nabila Sheikh, 17 Albacore Road, Upper Cambourne, Cambridge, CB23 6JH
Contact Telephone number: 07779090426
Contact Email address: nabilasheikh@btinternet.com
In respect of Tenant 4: Mr Sebastian Small, 340 Meanwood Road, Leeds, LS7 2JF
Contact Telephone number: 07474961203
Contact Email address: sibbysmall@hotmail.com

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Around Town Flats, 208 Wilmslow Road, Fallowfield, Manchester M14 6LF (info@aroundtownflats.com) or such other agents as the Landlord may from time to time appoint.

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

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

1.5 Property

1.5.1 The property situated at and being 76 Ladybarn Lane Fallowfield Manchester M14 6YU, together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.6 Term

1.6.1 The Term shall be from and including 01/07/2017 to and including 30/06/2018 and then the tenancy continues as a monthly contractual periodic until ended following either party giving Notice. Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.

1.6.2 The "Term" is to include any periodic continuation of the tenancy beyond the fixed term.

1.7 Rent

1.7.1 The Rent shall be £1,751.00 per calendar month payable in advance.

1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord by banker's standing order or such other method as the Landlord shall require.

1.7.3 The first payment being due on or prior to the date of taking possession.

1.7.4 Thereafter the "Rent Due Date" will be the first day of each month from and including the first day of August.

1.7.5 Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.

1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

1.7.8 Rent Increase

1.7.8.1 If for any reason the Tenant remains in possession of the Property, or the lawful tenant of the Property, for more than 12 months, then the Rent will increase once each year.

1.7.8.2 The first increase will be the first Rent Due Date more than 363 days after the commencement date.

1.7.8.3 Subsequent increases will be on the first Rent Due Date more than 363 days since the last rent increase.

1.7.8.4. In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase by the amount stated for the annual increase in the CPI index (Consumer Prices Index as quoted by the Office of National Statistics) as quoted for the month two months prior to the month of the increase. Regardless of CPI amount of the rent increase will be subject to a minimum increase of 2%.

1.7.8.5 Not applying the rent increase at the first Rent Due Date more than 363 days after the commencement date or last rent increase date will not then prevent the Landlord applying an increase on any future Rent Due Date.

1.7.8.6. In clause 1.7.8.5 the Rent will increase by the amount of the increase in the CPI (Consumer Price Index) from two months before the start of the tenancy or the last increase, whichever is the later, to the month two months prior to the month of the increase. Regardless of CPI, the amount of the rent increase will be subject to a minimum of 2% for each complete year since the last rent increase.

1.7.8.7 The reviewed Rent in clauses 1.7.8.2, 1.7.8.3 or 1.7.8.6 will not be reduced below the figure payable immediately before that review.

1.8 Deposit

1.8.1 The Deposit of £2,020.00 will be paid by the Tenant.

1.8.2 The Deposit will be paid to the Landlord's Agent.

1.8.3 The Landlord's Agent will not pay interest on the Deposit.

1.8.4 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.

1.8.5 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded within 10 days, less any deductions, once the following have been completed:

1.8.5.1 the tenancy has ended and possession of the Property has been returned to the Landlord and

1.8.5.2 all keys have been returned to the Landlord and

1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and

1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.

1.8.6 The Deposit is not transferable by the Tenant in any way.

1.8.7 The Deposit will be protected by The Deposit Protection Service (The DPS) in accordance with the Custodial Terms and Conditions of The DPS. The Terms and Conditions and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process are attached and can be found at www.depositprotection.com.

1.8.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.

1.8.9 The Landlord's Agent will keep the interest for any amount of the Deposit not refunded to the Tenant.

1.8.10 The Deposit will be refunded, less any deductions, to any one of the parties forming the Tenant and this will be considered a full refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.

1.8.11 Where the Landlord has more than one reason to claim against the Deposit, the Landlord, acting reasonably, may choose the allocation of the Deposit against those claims.

1.9 Rights of Third Parties

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

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1.1 of this agreement. An address within England and Wales for service of notices is as in clause 2.2.

2.2 Section 48

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

c/o Around Town Flats, 208 Wilmslow Road, Fallowfield, Manchester M14 6LF

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

2.3 Notice service

2.3.1 Any notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:

2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or

2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or

2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.

2.3.2 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:

2.3.2.1 left at the Landlord's Address during the Term only or the last known address of the Landlord at any time or

2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or

2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.

2.3.3 If any notice or other document is left at the Property or Landlord's address, service shall be deemed to have been on the day it was left.

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

2.4 Post and Notices Received

2.4.1 The Tenant agrees to forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord without delay. If a relevant Local Authority gives notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Break Clause

2.5.1 This agreement creates a single tenancy that starts with a fixed term and then becomes periodic. This would normally guarantee both parties the rights and obligations for the fixed term and a minimum of one period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed term (the date quoted in 1.6.1 as "to and including (date)").

2.5.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.

2.5.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause. While the tenancy is periodic the one month's written notice must expire the day before a Rent Due Date.

2.6 Unspent Convictions

2.6.1 The Tenant agrees to notify the Landlord of any convictions during the Term of this tenancy so that the Landlord can appropriately notify the insurance company.

3 Possession

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

3.1.1 the Rent or any part of it is in arrears, whether formally demanded or not,

3.1.2 the Tenant is in breach of any of the obligations under this agreement,

3.1.3 any of the grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),

3.1.4 a notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

4.1.1 Pay the Rent on the day and in the manner specified.

4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.

4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless and until the tenancy is lawfully terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the Property.

4.1.5 Pay a fee of £25 including VAT being the reasonable costs of the Landlord for each individual letter the Landlord, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.

4.1.6 Pay a charge of £20 including VAT to the Landlord for any payment presented to the Landlord bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.

4.1.7 Notify the relevant authorities and arrange and pay final accounts on possession being returned to the Landlord.

4.1.8 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

4.1.9 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.

4.1.10 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.

4.1.11 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.

4.1.12 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property. Those allowed to live in the property are specified in clause 1.1.2.

4.1.13 Pay the full costs of any action taken for breach of contract or possession of the property, including court fees and all other associated costs, limited only if the court set an amount this is reclaimable.

4.1.14 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances), the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.

4.1.15 Where the Tenant agrees an appointment for a contractor to visit, the Tenant agrees to pay any costs incurred if they fail to keep that contractor appointment.

4.2 Repairs

4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).

4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.

4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.

4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.

4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.

4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance the Tenant agrees to sweep the chimney as often as needed.

4.2.7 Promptly provide a Police Crime Reference Number in the event of forcible entry without which reference the Landlord will not pay for the repair of any damage caused to the Property including that of broken glass and replacement locks.

4.2.8 The Tenant agrees to test all smoke and carbon monoxide alarms on a weekly basis, to clean the alarms on a three month basis and to replace replaceable batteries as and when necessary.

4.3 The Property

4.3.1 Promptly notify the Landlord in writing by letter to the address in paragraph 2.2 or by email to the address in paragraph 1.2, when the Tenant becomes aware of:

4.3.1.1 any defect, damage or want of repair in the Property, including any shared rights of access, stairways, communal parts, paths and drives, other than such as the Tenant is liable to repair in 4.2.1 above,

4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property, and forward copies of them without unreasonable delay.

4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.

4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.

4.3.3 Use the Property in the manner a responsible and conscientious tenant would.

4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.

4.3.5 Not remove any of the Landlord's possessions from the Property or store them in the cellar or outside the main dwelling.

4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the Property.

4.3.7 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.

4.3.8 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.

4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.

4.3.10 Not permit any visitor to stay for a period of more than three weeks within any three month period.

4.3.11 Permit the Landlord and or his agents or others, after giving 24 hours written notice and at reasonable hours of the daytime, to enter the Property:

4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties.

4.3.11.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.

4.3.11.3 to show prospective tenants the Property, at any time during the tenancy and to erect a board to indicate that the Property is to let.

4.3.12 Where the Landlord or the Landlord's Agent have served a valid written notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.

4.3.13 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.

4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent when possession is returned to the Landlord.

4.3.15 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms, where provided, as appropriate.

4.3.16 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.

4.3.17 Not block ventilators provided in the Property.

4.3.18 Report to the Landlord any brown or sooty build up around gas appliances or any suspected faults with the appliances.

4.3.19 Not use any gas appliance that has been declared unsafe by a Gas Safe registered engineer, or disconnected from the supply.

4.3.20 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.

4.3.21 Be responsible for ensuring that any television used is correctly and continually licensed.

4.3.22 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.

4.3.23 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.

4.3.24 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.

4.3.25 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self closing mechanism.

4.3.26 The Tenant agrees that all improvements, alterations, fixtures and internal finishes and additional services made or installed by the Tenant remain with the Property to the benefit of the Landlord. This does not prevent the Landlord charging for restoring the Property back to the condition it was at the commencement of the tenancy, fair wear and tear accepted.

4.3.27 Comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the tenancy and notify the Landlord promptly if such control measures cannot be adhered to.

4.3.28 Not keep any cats or dogs on the property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.

4.3.29 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.

4.3.30 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.

4.3.31 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

4.4 General

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

4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property subject only to the design and construction limitations of the building.

4.4.3 Subject to the following sentence, the Tenant shall not carry on any profession, trade or business at the premises, nor allow anyone else to do so. The Tenant shall not carry on a "home business" at the premises as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section) without the prior written consent of the Landlord.

4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.

4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).

4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.

4.4.7 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.

4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord without delay.

4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord and a new tenancy agreement drawn up if necessary.

4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord or the Landlords Agent with reasonable notice.

4.4.11 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.

4.4.12 Not change the supplier of utility services without approval from the Landlord. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord with the new supplier's details including the Property reference number.

4.4.13 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.

4.4.14 Not alter the operation of, or disable, the smoke alarms.

4.4.15 Be responsible for the maintenance of the burglar alarm.

4.4.16 To display at all times a copy of the gas safety certificate, Landlords Agents contact details and where required the relevant Local Authority Licence.

4.4.17 The Tenant agrees not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.

4.5 Insurance

4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.

4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.6 End of tenancy

4.6.1 Return possession of the Property in the same good clean state and condition as it was originally provided to the tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).

4.6.2 Return all keys to the Property to the Landlord's Agent by 12.00 on the last day of the tenancy (or sooner by mutual arrangement).

4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.

4.6.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.

4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.

4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.

4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

4.6.8 The Landlord is not liable to compensate the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).

5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.

5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for alternative accommodation.

5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.

5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.

5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.

5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.

5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;

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

5.9 The Landlord agrees, where the Property is let as a House in Multiple Occupation within the meaning of the Housing Act 2004 and for which a Local Authority Licence is required, to provide a copy of the Local Authority Licence to the Tenant.

5.10 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

6 Housing Benefit

6.1 The Tenant agrees that the appropriate authority may discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit, Council Tax or Universal Credit claims made at any time in relation to the renting of the Property.

6.2 If the Landlord or Landlord's Agent so requires and the rules allow it, the Tenant consents to any Benefit being paid directly to the Landlord.

6.3 The Tenant agrees to refund to the Landlord any Benefit overpayment recovery which is sought from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord.

7 Guarantor

7.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.

7.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.

7.3 The Guarantor agrees to make payments lawfully due under clause 7.1 or 7.2 even after the Tenant has returned possession of the Property to the Landlord.

8 Tenancy Deposit Protection Prescribed Information

8.1 The contact details for this scheme are:
The Deposit Protection Service, The Pavillions, Bridgewater Road, Bristol, BS99 6AA
Telephone number: 0330 303 0030
Email: Enquiry forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com
Fax number: None available

8.2 Please see the attached custodial Terms and Conditions from The DPS for further information. The information can also be found at www.depositprotection.com.

8.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.8.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the Alternative Dispute Resolution service, or on the order of a court.

8.4 If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (i.e. claims by only one party) in Schedule 10 of the Housing Act 2004 as amended. See the attached custodial Terms and Conditions for more information.

8.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to the Scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim. See the attached custodial Terms and Conditions for more information.

8.6 The Scheme offer free dispute resolution for Deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applications should be made to the Scheme).

8.7 The Deposit value is as per clause 1.8.1

8.8 The address of the property is as per clause 1.5

8.9 The contact details of the Landlord are as per clause 1.1.1

8.10 The contact details of the Tenant are as per clause 1.1.2

8.11 Information about any Relevant Person is in clause 1.1.3

8.12 The reasons for possible deductions from the Deposit are listed in paragraph 1.8.4

8.13 The Lead Tenant for this tenancy will be Mr Ravinder Owan.
The parties forming the Tenant declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this Tenancy Agreement subject to the custodial Terms and Conditions of The DPS.

9. Payment Concession

9.1 When the Property is let for the term of an academic year, being 1st July to 30th June the following year, and as a concession the Landlord agrees that the Tenant will be refunded the equivalent of half one months rent for the months of July and August.

9.2 The Tenant agrees that the Landlord will grant access to the property at such time as all necessary repairs and works have been carried out at the property. Access to the property will be provided not later than 1st September.

10. Additional Items

The Tenant should note here if the Landlord has committed to provide any items or services which are not contained in this tenancy agreement.

The Landlord or the Landlord's Agent sign this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

SIGNATURE(S) OF LANDLORD(S) C. Anderson

The Tenant is advised to ensure they have read and understood this agreement before signing it.

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief.

SIGNATURE(S) OF TENANT(S) DocuSigned by: Ravinder Owan A569FB3463A4441... DocuSigned by: A.Bhavath 9EDB353FBBCF40F... DocuSigned by: EAC6EEA5D0764F9... DocuSigned by: 169B4329920342D...

SIGNATURE OF WITNESS Jessica OCCUPATION Letting admin

NAME OF WITNESS Chris Cunn

ADDRESS OF WITNESS 95 Parsonage Road, M20 4NL

SIGNATURE OF RELEVANT PERSON .....

SIGNATURE OF GUARANTOR DocuSigned by: Kulwinder Kaur 2F27A9A4ECC447C... DocuSigned by: D8FDC75E5ADF4BB... DocuSigned by: J. Bhavath B02D8F55CA3D487... DocuSigned by: 56CFB8BCEE6A494...

SIGNATURE OF WITNESS ..... OCCUPATION .....

NAME OF WITNESS .....

ADDRESS OF WITNESS .....

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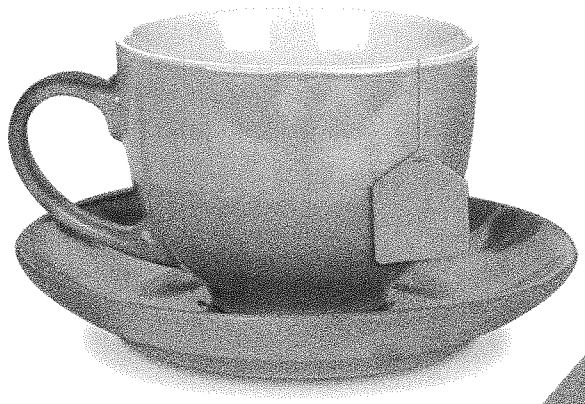
DPS
Deposit Protection Service

Custodial

A tenant's guide to the Custodial scheme



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01 The importance of protecting your deposit

Since April 2007, all assured shorthold tenancy deposits received by landlords and letting agents must be protected by a Government-authorised tenancy deposit protection scheme.

We offer the only Custodial scheme authorised by the Government. This means that your deposit is held by us for the duration of the tenancy. We're the UK's largest provider of deposit protection, so your money is secure with us. Your deposit will be returned at the end of the tenancy, once you and your landlord/letting agent have agreed how it should be repaid.

DS AB DS

02 How does the Custodial scheme work?

You pay your deposit to your landlord/letting agent.

DS B.A.

Your landlord/letting agent must submit your deposit within 30 days.

DS JS

Your landlord/letting agent will also provide us with your contact details.

We will send you a Deposit Protection Confirmation, detailing your Deposit ID and Repayment ID. You will need this information whenever you make an enquiry.

DS DS DS DS 27/4/2017

03 Online access to your deposit

It's easy to access your deposit via our website. You just need your Deposit ID and Repayment ID handy.

Once you have accessed your deposit, you can:

- View the details of your deposit
- Update your contact details
- Request a repayment when you move out
- Access information on our processes

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04 How do I update my details?

Throughout your tenancy you can access the details of your deposit online and are able to keep your contact details up to date. This is especially important if your phone number or email address changes.

When you move out, please provide us with your new postal address. It is important that you update your account with this address as your landlord/letting agent cannot do it for you.



05 What happens when I move out?

- At the end of your tenancy, you and your landlord/letting agent need to agree how your deposit will be repaid.
- We need to hear from you both before we can repay your deposit.
- You will need to log in to your account using your Deposit ID and Repayment ID. Your landlord/letting agent will also need to log in to their account using the Deposit ID and their Repayment ID. This does not have to be done at the same time, but no amount of the deposit will be released until both parties have submitted their instructions. This can also be done jointly, but both parties will need their Repayment IDs. You can also complete this process by completing a paper form.

06 What happens if we can't agree on how the deposit is repaid?

If you can't agree on how your deposit should be repaid, you can use our independent Alternative Dispute Resolution (ADR) service to resolve the dispute. It's free to use and avoids the need for court action.

Once you and your landlord/letting agent have agreed to use this service, we'll ask you to send us any evidence you would like our independent, legally trained adjudicators to consider.

Need more information?

Please visit www.depositprotection.com for more information on the Custodial scheme.

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