

ASSURED SHORTHOLD TENANCY AGREEMENT
under Part I of the Housing Act 1988 and as amended under Part 3 of the Housing Act 1996

Date: 4th February 2014

This agreement is between;

The Landlord:

Mr M Lister

And you individually and together.....

Tenant 1) Joseph Frances

Tenant 2) William Berry

Tenant 3) Martha Reed

Tenant 4) Richard James

For the property: : 66 Ashford Rd, Withington, Manchester, M20 3EH

Together with the fixtures, furniture and effects therein (and specified in the inventory where applicable) .

Term: A term certain of Twelve months from First of July 2014 until 11am on 30th June 2015

Total Rent: per cal month **£1040.00**

First payment by the **First Day of July 2014** next by standing order on **First of September 2015**

Half rent will be paid for July and August.

Total Deposit: £1040.00 carried forward and will be held by;

The Deposit Protection Service, The Pavilions, Bridgwater Rd, Bristol, BS99 6AA

- Each Deposit will be submitted individually.
- You will get the deposit back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property.
- If you do not do so, we may take from your deposit any rent, or other money you owe, reasonable compensation if you have broken any of your agreements, or the reasonable cost of making good any damage which is not caused by fair wear and tear.
- If we cannot agree any of these amounts, the matter will be decided by The Deposit Protection Service or the county court, unless we agree on some other way of sorting out the dispute. All keys must be handed back to the managing agent at the end of this agreement; otherwise a charge will be incurred.
- You cannot use the deposit to pay rent under this agreement.

This is a joint tenancy and all tenants are jointly and severally liable.

1. **THE** Landlord lets and the Tenant takes the Property for the set term at the rent payable as above.

2. **THIS** Agreement creates an Assured Shorthold Tenancy and the arrangements in section 21 of the Housing Act 1988 for the Landlord to repossess the property apply. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave.

You must do the following;

1. **Pay** the rent at the times agreed on this contract and in the manner specified without deduction and pay charges for reminder letters or 'bounced' cheque letters. The charge incurred will be **£20.00** per reminder.
2. **Pay** for all electricity, gas, phone, water and council tax bills relating to the property that apply during the tenancy and NOT replace utility gas or electric meters with card prepayment meters, failure to adhere to this will result in you being charged **£150.00** to re install the original quarterly meters.
3. **Be** jointly and individually liable for all the rent under this agreement and keep to the terms of this agreement.
4. **Be** aware that any guarantor will be contacted regarding any rent arrears.
5. **Keep** the property clean and not damage/injure/alter the property and not to use "Blu Tak" or any similar adhesives in the property. Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, if it applies, the building in which the property is based any shared access, replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. We will carry out the work and you will have to pay us for the reasonable cost of this work. This will be put in writing to you and 24 hours notice given to you before the repair is carried out.
6. **Provide** sufficient ventilation and heat to prevent damp by condensation to all areas of the property and agree to pay for any damage caused to the property as a result of not ventilating the property sufficiently.
7. **Preserve** the fixtures and furniture from being destroyed /damaged /remove any of them from the property.
8. **Defrost** the fridge and freezer when necessary. You will be responsible for the reasonable cost of making good any damage caused because you have not done this.
9. **Take reasonable precautions** to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing.
10. **Whenever** you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if there is one). You should tell us if the property is going to be empty for more than seven days in a row.
11. **If** you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable cost of **£50.00** for re letting the property and pay the rent until a new tenant moves in. We do not have to take the property or the tenancy back from you early unless we want to do so.
12. **Be** responsible for keeping the garden tidy.
13. **Keep** all areas including the outside grounds free from any foodstuffs or materials that cause any insect or rodent infestation and will be liable to reimburse the landlord for any charges incurred. Failure to comply with this request will result in charges being enforced for the eradication of any vermin or insect infestation.

You must do the following continued

- 14. Make** sure that foodstuffs are not put into the sink, which may cause a blockage to the drains; charges may be incurred if you do this. Make sure nothing is put down the toilet that may cause a blockage, paper towels and kitchen roll **MUST NOT** be put down the toilet as they swell and will cause a blockage, failure to adhere to this request may result in you being charged.
- 15. Allow** us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do work which we must carry put by law. We will give you at least 24 hours notice if we are going to enter the property. You must allow us to enter immediately if there is an emergency.
- 16. Allow** access to the property for periodic inspections and present the property in good order for this.
- 17. Report** any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or, if it applies, in the shared areas.
- 18. Park** vehicles in the garage (if there is one) or on your parking space only and without causing an obstruction.
- 19. Pay** reasonable costs for replacing locks if you fail to return any key and pay any reasonable cost for getting replacement keys.
- 20. Allow** possible new tenants to look at the property (on at least 24 hours notice) during the tenancy.
- 21. At** the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish inside and out.
- 22. Not** do or suffer to be done on the property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the property against fire or otherwise or increase the ordinary premium for such insurance.
- 23. Perform** and observe any obligation to the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which may incur during the tenancy by reason of the Tenants ceasing to be resident.
- 24. Be** aware that the Landlords insurance **does not** cover tenant's personal possessions and the tenant must provide insurance for personal belongings or damage to the property caused by the tenant's negligence.
- 25. Leave** the furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy. Returning furniture to original location will be chargeable.
- 26. Clean** the property thoroughly and in full at the end of the tenancy to avoid charges being incurred.
- 27. Pay £50.00** for loss, replacement or call out for keys or entry to a property. One of our agents will come to the property as keys cannot be collected.

You must not.

1. **Not** tamper with any fire fighting equipment other than for the purpose it is provided and you must fully understand that it is illegal to do so and that they will be charged for any replacement items if wrongly used.
2. **Not** keep pets, fish or reptiles without written permission being requested and being given in writing. Where written consent is given the tenant agrees in writing to rectify any damage or situation caused by the animal. We can withdraw this permission if we have good reason.
3. **Not** fit or change locks internally or externally on the bedroom doors.
4. **Not** to assign sublet or otherwise part with the possession of the property.
5. **Not** to carry on in the property any profession, trade or business, or receive paying guests on the property or carry on any illegal or immoral activities and not to place or exhibit any notice board or notice on the property or use the property for any other purpose than that of a strictly private residence.
6. **Not** use the property as anything other than a private home.
7. **Not** block up any flues, air bricks or ventilators to or in the property.
8. **Not** dry washing inside the property except in a ventilated room for such purposes.
9. **Not** to obstruct corridors, hallways and stairways with bikes/furniture/equipment of any kind. Applicable to tenants and guests..
10. **Not** use any paraffin or portable gas heater.
11. **Sublet** the property or any part of it, or give up the property or any part of it to someone else. Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
12. **Hang** pictures or posters on the wall without our permission, in writing (which we will not unreasonably withhold).
13. **You must not** bring into the property any furniture, fixtures of household belongings which do not meet the Furnishings (Fire) (Safety) regulations. You can get information about these regulations from your local trading standards office.
14. **You must not** cause a nuisance or annoy us or the neighbours. You must not play any radio, CD, television or similar equipment or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside the property between 11pm and 7.30am.
15. **Bring** bicycles, motorcycles, and prams into the property without our permission (which we will not unreasonably withhold).
16. **To** take all reasonable precautions to prevent damage to the sewers/sanitary apparatus/water system by freezing by provision of adequate heating during the winter months and in the event of such damage caused by the tenants failure to take such precautions the Tenant shall forthwith and at the Tenants expense effect all such necessary repairs to reinstate the system into good working order.
17. **Not** to change the burglar alarm code (if applicable) without written consent being granted.
18. **Ensure** that when the property is left vacant or unattended all external doors and windows are properly secured and that the burglar alarm (where applicable) is activated.
19. **Not** decorate any part of the property **without written permission** from the landlord.

We agree to do the following.

- 1. Be responsible** for servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked each year by an engineer registered with Gas Safe, in line with the Gas Safety (Installation and use) Regulations 1998.
 - 2. Give** you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other danger that we are insured for.
 - 3. Refund** any rent you have paid which relates to a rental period which starts after the tenancy ends.
 - 4. Keep** the gas, water, electricity and water heating installations in good repair and proper working order.
 - 5. Keep** the structure and outside of the property in good repair
 - 6. Undertake** repairs once we have been notified that a repair is necessary, and the tenant undertakes to send such notification in writing to the Landlord or his agent at the address contained here in for service of such documents.
 - 7. Let** you have free access to all steps, entrance halls, stairways and all shared areas and to keep such areas in good order, if this applies.
 - 8. Follow** all local and government guidelines to good working practises.
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Housing Benefit

Should the tenant make a claim for Housing Benefit, the tenant shall notify the Landlord immediately, and shall then agree that all Housing Benefit be paid directly to the Landlord or his Agent.

Notify the Housing Benefit Office in writing of any change in circumstances which may affect benefit entitlement and send a copy to the Landlord.

Pay any shortfall in rent to the Landlord or his agent promptly on the day agreed.

Notice under section 48 of the Landlord and Tenant Act 1987. The tenant is hereby notified that notice (including notices in proceedings) must be served on the Landlord by the Tenant at:

Address: 792 Wilmslow Rd, Didsbury, Manchester, M20 6UG

Telephone Number: 0161 613 0022 / 07957 901 902

SERVICE OF NOTICES UPON THE TENANT

If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. If you give us another address to send the notice to, any notice served at that address will be valid, if it posted by first class post or left at that address.

We may repossess the property if:

- You fail to pay us rent 14 days after it is due, whether you have been asked for it or not.
- You (or any of you) become bankrupt.
- Any if the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking the tenancy term and causing a nuisance or annoyance); or the arrangements for us to repossess the property in Section 21 of the Housing Act 1998 apply.

Signed by:

Landlord/Agent.....

Tenant 1).....

Tenant 2)

Tenant 3)

Tenant 4)