DocuSign Envelope ID: 464EEAE0-2FAC-4D82-8D36-3F90647B313D



# AGREEMENT

for letting a furnished dwelling house
on an **Assured Shorthold Tenancy** under part 1 of the Housing Act 1988 as amended in Part III, Chapter II of The Housing Act 1996.

**Date:`** **30th January 2023**

**Parties:** Mr Stephen & Mrs Carolyn Uphill
Of- 14 Ferndown Avenue
Hazel Grove, Stockport, Cheshire, SK7 5HN *(The Landlords)*

AND

**Full Name(s) of All Joint Tenant(s)** [redacted] [redacted] [redacted] [redacted]

*('The Tenant") (in case of joint tenants the term "Tenant" applies to each of them and the names of all joint tenants should be inserted)*

**The Property:** The Dwelling House Situated at and being
92 Fairholme Road, Withington, Manchester, M20 4SB

Together with the Fixtures, Furniture and Effects therein and as specified in the inventory thereof agreed & signed by representatives of the parties being at least one of the landlords & one of the tenants

**Term** A term certain of 12 months

from 1.7.2023 (Start date)

to 30.6.2024 (End date)

**Rent** The sum of £2088.64 per month of letting. Payable in advance on or before 1.7.23 and thereafter on the 1st of every month in advance from 1.9.23

The rent is inclusive of Water, Gas, Electricity, Internet Charges and a TV Licence but not any Community Charges or Telephone Service

**LEAD TENANT** [redacted] is nominated as Lead Tenant to deal with the deposit on the tenants' behalf (jointly & individually) and he / she will be supplied with the Deposit Protection Certificate and 'Information For Tenants' leaflet of the **My Deposits Scheme** under which the deposit will be protected.

DocuSign Envelope ID: 464EEAE0-2FAC-4D82-8D36-3F90647B313D



## GENERAL PROVISIONS

1. The Landlords let and the Tenant takes the Property for the Term at the Rent payable as above. This Agreement is subject to Vacant Possession being available.

2. This Agreement is intended to create an Assured Shorthold Tenancy as defined in section 20 of the Housing Act 1988 (as amended in the Housing Act 1996) and therefore the provisions for the recovery of possession by the landlord contained in section 21 of the act (as amended in the Housing Act 1996 apply).
This means that you can not claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section 21 notice must give at least two months' notice in writing. For more information you should consult a Housing Advice Centre, solicitor or Citizens' Advice Bureau who will tell you what this means.

**Council Tax** 3. In the event of a Council Tax bill being served on the Property during the Tenancy, the Tenant shall be responsible for paying such a bill.

**Change in Rent** 4. The Rent may not be changed before the expiry of the Term or the first anniversary of the letting, whichever is the earlier.

**Service of Notices to the Tenant and the Landlords** 5 (a) Any notice to the Tenant shall be deemed properly served if served by first class pre-paid post or hand delivered to the property.
(b) Any notice to the Landlords shall be deemed properly served if served by first class pre-paid post or hand delivered to the address or registered office of the Landlords. Any notice must be served on the Landlords at: [redacted]

**Meaning of Landlords & Tenant** 6. Where the context admits -
(a) The 'Landlords' includes the persons for the time being and entitled in reversion expectant on the tenancy.
(b) 'The Tenant' includes the person deriving title under the Tenancy.
(c) References to the Property include references to any part or parts of the property and to the Fixtures, Furniture and Effects of any of them.

**Joint and several liability** 7. This is a Joint Tenancy and the property is let as one household. Where several tenants agree to take the Property together, each tenant shall be jointly and severally liable under this agreement.

## TENANT'S OBLIGATIONS

**Payment of rent and other charges** 8. The Tenant will:
(a) Pay the rent at the times and in the manner specified by direct bank transfer / standing order.

b) Pay all charges levied by the Local Authority concerned with rates and Council Tax and agrees that the landlords may supply the names and contact details of the tenant/s to each relevant supplier or authority.

**Damage to the property** (c) Not damage or injure the Property, or items in the Property, as described in and/or listed in the Inventory, or make any alterations or addition

DocuSign Envelope ID: 464EEAE0-2FAC-4D82-8D36-3F90647B313D



to it or decorate any part of the Property without prior written consent of the Landlords. Blu-tack or any similar type of adhesive must not be used on the walls. Smoking inside the HMO is not permitted and charges may be deducted from the deposit at the end of the tenancy for cleaning/re-decorating to eradicate stains and/or odours if this has occurred.

**Tenant's Behaviour** (d) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlords or occupiers of any adjoining premises (including unreasonable noise) or which may vitiate any insurance of the Property against fire or otherwise increase the ordinary premium for such insurance. Portable Gas Heaters must not be used.

**Illicit use of the Property** (e) Not to carry on in the Property any profession, trade or business or let apartments or receive paying guests or use the Property for any other purpose than that of a private residence.

**Subletting** (f) Not part with the possession of or sub-let the Property without consent in writing of the Landlords (such consent not to be unreasonably withheld). If the Landlord agrees to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995.

**Landlords Access** (g) To allow the Landlords, employees or contractors acting on behalf of the Landlords access at all reasonable hours of the day time to inspect the condition of the Property or adjoining property and to show to prospective tenants (the Landlords will normally give at least 24 hours notice but immediate access may be required in an emergency).

**Forwarding Notices** (h) To inform the Landlords immediately on receipt of any statutory notice served by any Local Authority regarding the Property.

**Report of Disrepair** (i) Promptly report all items of structural disrepair, including any leaks, to the Landlords or their agent. **In the event of any major leak to turn off the water at the mains without delay, to avoid further damage.** To avoid burst pipes you must leave sufficient heat on to prevent the water system freezing when the weather is cold and / or the property unoccupied overnight.

**Preparations before giving up possession** (j) To yield up the Property at the end of the Tenancy in a clean state and condition, having made good and paid for repair of and/or replaced any items damaged during the Tenancy (reasonable wear and tear excepted).

(k) Leave the items in the Property in the rooms or places in which they were situated at the beginning of the Tenancy and return all keys. Any furniture or possessions left in the property after the expiry of the term may be disposed of, with all disposal costs incurred chargeable to the tenants, or retained by the landlords at their discretion.

DocuSign Envelope ID: 464EEAE0-2FAC-4D82-8D36-3F90647B313D



| | |
|---|---|
| **Deposit** | (l) A deposit of £1600 is required. Such deposit to be returned within 28 days of the end of the Tenancy provided that all rent and bills have been paid in full and evidence of this supplied, all keys returned and that the property and landlord's contents are left in good and clean condition. Appropriate deductions will be made if these conditions are not fulfilled. **You can not use the deposit to pay rent under this agreement.** |
| **Fire Damage** | (m) The Tenant will be responsible for Landlords fixtures and furniture destroyed by fire if due to the negligence of the Tenant. |
| **Fire Safety** | (n) In the interests of Fire Safety & Escape the Tenant must not remove of otherwise interfere with any fire safety or detection equipment fitted or supplied by the Landlords. Any damage to or use of such equipment must be reported immediately to the Landlord so that any necessary repair or replacement can be arranged. |
| **Pets** | Suitable pets may be allowed but only with the express permission of the landlords which will not be unreasonably refused. |
| **Forfeiture of Tenancy** | 9. Provided that if the Rent or any instalment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant, or false references supplied, the Landlords may re-enter on the Property (subject always to any statutory restrictions on their power to do so) and immediately thereupon the Tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlords. |

DocuSign Envelope ID: 464EEAE0-2FAC-4D82-8D36-3F90647B313D



## THE LANDLORDS OBLIGATIONS

**Payments**

10. The Landlords agree with the Tenant as follows (a) To pay and indemnify the Tenant against all out-goings in respect of the Property (except as otherwise provided by this Agreement) which includes payment for all gas, electricity and water which shall be consumed or supplied on or to the Property during the Tenancy and the amount of charges made for the use of the Internet and TV Licence. For the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges, annual rates or levies and to VAT as well as the actual consumption.

**Quiet Enjoyment**

(b) That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from the Landlords or any person claiming under or in trust for the Landlords.

**Decorations**

11. The Landlords shall be responsible for all internal and external decorations required by normal wear & tear.

**Duty to Repair**

12. The Tenancy Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1985 as appropriate.

## Data Protection

The tenants herby consent to the Landlords processing any information or personal details on or of the tenants in accordance with the Landlord's Fair Processing and Privacy Notice which has been made available to the tenants.

The tenants agree that the Landlords may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authorities, and credit agencies or reference agencies and for debt collection.

AS WITNESS the hands of the parties hereto the day and year above written.

Signed by the above named (the Landlords)

[redacted]

Signed by the above named (the Tenant(s))

[redacted]

DocuSign

## Certificate Of Completion

Envelope Id: 464EEAE02FAC4D828D363F90647B313D
Status: Completed
Subject: Complete with DocuSign: Tenancy Agreement-Fairholme - Bills Inclusive-Docusign.doc
Source Envelope:
Document Pages: 5
Signatures: 6
Envelope Originator:
Certificate Pages: 5
Initials: 0
Carolyn Uphill
AutoNav: Enabled
[redacted]
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
[redacted]
IP Address: 86.26.226.55

## Record Tracking

Status: Original
1/30/2023 3:11:19 AM
Holder: Carolyn Uphill
[redacted]
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| [redacted]<br>Stephen & Carolyn Uphill<br>Security Level: Email, Account Authentication (None) | [redacted]<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 86.26.226.55 | Sent: 1/30/2023 3:16:56 AM<br>Viewed: 1/30/2023 3:17:14 AM<br>Signed: 1/30/2023 3:17:24 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| [redacted]<br>Security Level: Email, Account Authentication (None) | [redacted]<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 81.131.232.253<br>Signed using mobile | Sent: 1/30/2023 3:16:57 AM<br>Viewed: 1/30/2023 6:56:38 AM<br>Signed: 1/31/2023 10:38:40 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/22/2021 9:54:25 AM<br>ID: 736b5462-d074-462d-96ae-41e95dbd9b81 | | |
| [redacted]<br>Security Level: Email, Account Authentication (None) | [redacted]<br>Signature Adoption: Drawn on Device<br>Using IP Address: 104.128.66.173<br>Signed using mobile | Sent: 1/30/2023 3:16:57 AM<br>Viewed: 1/30/2023 3:36:57 AM<br>Signed: 1/30/2023 3:38:11 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/16/2021 6:49:53 AM<br>ID: d1911daa-6958-40ee-946c-8f2ed473bec1 | | |
| [redacted]<br>Security Level: Email, Account Authentication (None) | [redacted]<br>Signature Adoption: Drawn on Device<br>Using IP Address: 213.205.192.107<br>Signed using mobile | Sent: 1/30/2023 3:16:57 AM<br>Viewed: 1/30/2023 10:25:50 AM<br>Signed: 1/30/2023 10:38:21 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/21/2021 1:53:44 AM<br>ID: b420af37-4326-4c77-a6a2-9b258f59bd3e | | |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| [redacted]<br>[redacted]<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Drawn on Device<br>Using IP Address: 77.98.234.220<br>Signed using mobile | Sent: 1/30/2023 3:16:57 AM<br>Viewed: 1/30/2023 9:49:11 AM<br>Signed: 1/30/2023 9:49:44 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 1/30/2023 9:49:11 AM<br>ID: 9d29c34c-e045-452c-a1f5-ece3d4ceae98 | | |
| [redacted]<br>[redacted]<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 86.26.226.55<br>Signed using mobile | Sent: 1/30/2023 3:16:56 AM<br>Viewed: 1/30/2023 3:17:53 AM<br>Signed: 1/30/2023 3:18:15 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 1/30/2023 3:17:53 AM<br>ID: c96e53af-e497-41f8-b763-9d86a935284c | | |

| In Person Signer Events | Signature | Timestamp |
| --- | --- | --- |

| Editor Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Agent Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Intermediary Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Certified Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Carbon Copy Events | Status | Timestamp |
| --- | --- | --- |

| Witness Events | Signature | Timestamp |
| --- | --- | --- |

| Notary Events | Signature | Timestamp |
| --- | --- | --- |

| Envelope Summary Events | Status | Timestamps |
| --- | --- | --- |
| Envelope Sent | Hashed/Encrypted | 1/30/2023 3:16:58 AM |
| Certified Delivered | Security Checked | 1/30/2023 3:17:53 AM |
| Signing Complete | Security Checked | 1/30/2023 3:18:15 AM |
| Completed | Security Checked | 1/31/2023 10:38:40 AM |

| Payment Events | Status | Timestamps |
| --- | --- | --- |

| Electronic Record and Signature Disclosure |
| --- |

Electronic Record and Signature Disclosure created on: 4/1/2020 3:19:56 AM
Parties agreed to: [redacted]

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Stephen & Carolyn Uphill (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Stephen & Carolyn Uphill:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: [redacted]

**To advise Stephen & Carolyn Uphill of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [redacted] and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Stephen & Carolyn Uphill**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [redacted] and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Stephen & Carolyn Uphill**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [redacted] and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Stephen & Carolyn Uphill as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Stephen & Carolyn Uphill during the course of your relationship with Stephen & Carolyn Uphill.