# 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:** **28th February 2015**

**Parties:** Mr Stephen & Mrs Carolyn Uphill

[redacted] *(The Landlords)*

AND

**Full Name(s) of All Joint Tenant(s)** [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 1.7.2015 (Start date)

to 30.6.2016 (End date)

**Rent** The sum of £1248 per month of letting. Payable in advance on or before 1.7.15 and thereafter on the 1st of every month in advance from 1.9.15

The rent shall not include Water Charges, Gas Charges, Electricity Charges, Telephone, Internet Charges, TV Licence nor any Community Charges payable

**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 To Tenants' leaflet of the **My Deposits Scheme** under which the deposit will be protected.

## 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 [redacted]

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.. A charge of £10 will be levied and payable for each time, and/or visit if such letter does not elicit a response, to chase / collect arrears

(b) Pay 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 telephone and internet (if any) on the Property or such proportion of them as agreed by the parties. 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. Also to 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 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 a charge of £250 may be levied for cleaning/re-decorating 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.

**Deposit**

(l) A deposit equivalent to five (5) weeks rent 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** No pets are allowed without the express permission of the landlords

**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.

## THE LANDLORDS OBLIGATIONS

**Payment of Rates** **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)

**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.

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]

in the presence of (Witness) Signature [redacted]

Print Name [redacted] Occupation [redacted]

Address [redacted]