AUGUST 2023

Supporting Planning Statement

Flat 1, 36 Carlton Street, Rusholme, Manchester

Iceni Projects Limited on behalf of
WAKMOOR (ASSETS) LIMITED

August 2023

ICENI PROJECTS LIMITED
ON BEHALF OF WAKMOOR
(ASSETS) LIMITED

Supporting Planning Statement
FLAT 1, 36 CARLTON STREET, RUSHOLME,
MANCHESTER

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1. INTRODUCTION

1.1 This Supporting Planning Statement has been prepared on behalf of WAKMOOR (ASSETS) LIMITED (the 'Applicant'), in support of an application for a Certificate of Lawfulness for Existing Use or Development at Flat 1, 36 Carlton Street in Rusholme, Greater Manchester ('the Property') as described below:

"Application for a Certificate of Lawfulness for the existing use of premises as Class C4 House in Multiple Occupation (HMO)"

1.2 Following the Applicant's purchase of the property, they are seeking to regularise the lawful planning position through this Certificate of Lawfulness application.

1.3 Iceni has recently worked with the Applicant to successfully obtain Certificates of Lawfulness for other HMOs within the Applicants portfolio in Salford and Lancaster.

Article 4 Direction

1.4 36 Carlton Street is in the Rusholme area of Central Manchester. It is a two-storey mid-terrace property on the northern side of Carlton Avenue. The roof space has been converted to provide habitable rooms. The upper floors (Flat 1) comprise a three-bed HMO.

1.5 Under Class L of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), it is permitted development, not requiring planning permission, to change the use of a building from a Class C3 Dwelling to a Class C4 HMO and vice versa.

1.6 On 8th October 2011 Manchester City Council brought an Article 4 Direction into force, removing the Class L permitted development rights across the City of Manchester. Where the Article 4 direction is in force, an application for planning permission is required for a change from a Class C3 use to a Class C4 use.

1.7 This application for a Certificate of Lawfulness for an Existing Use or Development seeks written confirmation from Manchester City Council that Flat 1 at 36 Carlton Street was converted from a Class C3 dwelling to a Class C4 HMO prior to the 8th October 2011 and as such, is and has been lawfully used as a Class C4 small HMO since September 2010.

This Statement

1.8 The purpose of this statement is to provide supporting evidence to demonstrate why we consider the building to have a lawful Class C4 use.

1.9 The statement will assist Manchester City Council with their assessment of the site and its planning history, enabling the Authority to issue a Certificate of Lawfulness confirming the existing lawful use of the building.

1.10 This statement is structured as follows:

- Section 2 describes the application site and its surroundings, outlines the policy designations / allocations for the site, and sets out the planning history of the site;
- Section 3 sets out planning legislation relevant to the determination of the application;
- Section 4 provides evidence in support of the existing lawful use of the building as a Class C4 HMO; and
- Section 5 concludes that a Certificate of Lawfulness can be granted.

1.11 This Certificate of Lawfulness Application is supported by the following documents:

- Application form and signed certificates;
- Site location plan;
- Existing floor plans;
- Assured Shorthold Tenancy (AST) Agreements [redacted];
- Supporting Planning Statement (this document).

2. BACKGROUND

2.1 This section describes the application site and surroundings, and the Article 4 Direction which covers the Site, identifies the relevant policy designations / allocations, and sets out the Site's planning history.

The Applicant

2.2 The Applicant, WAKMOOR (Assets) Limited, purchased the property from Beech Properties as an on-going concern, operating as an HMO. The Applicant is a well-established and experienced independent property management business that only own and run homes for students. Their portfolio includes properties in Derby, Lancaster, Lincoln, Liverpool, Manchester, Preston, Salford, and Sheffield. The properties are let via their letting brand, 'we are Kin' – www.wearekin.co.uk.

2.3 we are Kin ensure that all properties are furnished and finished to a high standard internally, providing high quality living environments for their tenants. Tenants can contact the management team at any time via the company's app, should they have any queries or need to lodge any maintenance issues, these are then resolved as soon as possible.

Site and Surroundings

2.4 The application site comprises of a two-storey mid-terraced property, located on the northern side of Carlton Avenue. The Site is in a primarily residential area and is accessible via public transport, with bus stops on Upper Lloyd Street just 0.2-miles away (approximately 4-minute walk), which provide regular services towards Piccadilly Gardens and Chorlton Green. The Site is within walking distance to shops, local services, community facilities, as well as public open space and sports facilities (including Alexandra Park, Whitworth Park, and Platts Fields Park).

2.5 All bedrooms have a room number. Each bedroom is lockable, each with a different lock. Bedroom doors are fire doors with intumescent strips. All facilities are shared, including the kitchen and bathroom.

Allocations / Designations

2.6 According to the Manchester City Council Adopted Policies Map, the site is not allocated or designated for any particular use but is within the 'Central Manchester' policy area.

2.7 The application site is covered by an Article 4 Direction which was brought into force on 8th October 2011. The Article 4 Direction removed permitted development rights for the change of use of a

dwellinghouse (occupied by a household living as a family) (Use Class C3) to a House of Multiple Occupation (3-6 Occupants, not part of the same household) (Use Class C4).

2.8 According to the Environment Agency Flood Map for Planning, the entirety of the site is within Flood Zone 1 (low probability of flooding). According to the Historic England Map Search, the property is not listed and there are no listed buildings within the vicinity.

2.9 There are no other known planning designations for the site.

Planning History

2.10 The property has no relevant planning history logged on Manchester City Council's public planning register.

3. RELEVANT PLANNING LEGISLATION

3.1 Under Section 191 of the Town and Country Planning Act 1990, a Certificate of Lawfulness of existing use or development may be applied for if any person wishes to ascertain that an existing use of a building or other land is lawful.

3.2 Paragraph 4 of Section 191 states that if, on an application under this section, the local planning authority are provided with information satisfying them of the lawfulness at the time of the application of the use, operations or other matter described in the application, they shall issue a certificate to that effect.

3.3 Section 191 also states that a certificate under this section shall specify the land to which it relates; describe the use, operations or other matter in question (in the case of any use falling within one of the classes specified in an order under section 55(2)(f), identifying it by reference to that class); give the reasons for determining the use, operations or other matter to be lawful; and specify the date of the application for the certificate.

3.4 National Planning Practice Guidance (NPPG) further sets out that an application for a Certificate of Lawfulness must be accompanied by sufficient factual information/evidence for a local planning authority to decide the application.

3.5 The NPPG continues that in the case of applications for existing use, if a local planning authority has no evidence itself, nor any from others, to contradict or otherwise make the applicant's version of events less than probable, there is no good reason to refuse the application, provided the applicant's evidence alone is sufficiently precise and unambiguous to justify the grant of a certificate on the "balance of probability".

4. EVIDENCE IN SUPPORT OF THE EXISTING LAWFUL USE

4.1 This section outlines the evidence in support of the current existing lawful use of the building as a Class C4 HMO. Evidence includes details of the current occupiers and their assured shorthold tenancy agreement, the selective licence for the property, and council tax records.

Assured Shorthold Tenancy Agreement

4.2 Assure Shorthold Tenancy (AST) Agreements are submitted as evidence in support of this application for a Certificate of Existing Lawfulness. The tenancy agreements provided cover the following timeframes:

Tenants	AST Start Date	AST End Date
Biggs Davies Yearwood	September 2010	September 2011
Jones Mdala Mwiko	September 2011	September 2012
Belmonte Mercies Rodriquez	December 2012	July 2013
Adams Dikinson Fowles	September 2013	September 2014
Foley King Shaw	June 2014	June 2015
Malloy Parker Steward	September 2015	August 2016
Alleyne Cardwell Wilyman	September 2016	August 2017
Bampoh Mason Stapley	September 2017	August 2018
Shannon Stevenson	September 2018	August 2019

Tow		
Bostock Jeffries Jeffries Thomas	August 2019	August 2020
Coles Johnson Turner	September 2020	August 2021
Gaskell Jones O'Connor	August 2021	August 2022

4.3 All tenancies have been signed by the tenants and redacted copies are provided in **Appendix 1**.

4.4 The ASTs demonstrate that the property has been let as a Class C4 HMO from at least September 2010, prior to the Article 4 Direction coming into force on 8th October 2011.

Council Tax

4.5 The tenants of the property have been students and therefore a Council Tax relief has been provided to the occupants during their tenancies. It is anticipated that the Council's Planning Officers could obtain the relevant Council Tax records from their colleagues in the Council's Council Tax Department.

5. SUMMARY AND CONCLUSIONS

5.1 This supporting planning statement provides evidence in order to demonstrate that Flat 1 at 36 Carlton Avenue was lawfully converted to a Class C4 HMO under Schedule 2, Part 3, Class L of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), prior to October 2011 when an Article 4 Direction removing such permitted development right came into force.

5.2 The property therefore has a lawful Class C4 use when assessed alongside the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020. We therefore conclude that a Certificate of Lawfulness for the existing use of the building as a Class C4 small HMO can be granted.

5.3 Should the Council require any further information from us to assist with their assessment of the existing lawful use of the building, please do not hesitate to contact us.

A1. TENANCY AGREEMENTS (REDACTED)

ASSURED SHORTHOLD TENANCY AGREEMENT

PARTICULARS:
This agreement is made on the 11th day of February 2010

Landlord's Name: **Stephen Beech t/a Beech Properties**

Address: **139 Acomb St, Rusholme, Manchester, M14 4DF**
Address for service under Section 47 & 48 of the Landlord and Tenant Act 1988.

Tenant Name(s)
[redacted] Davies
[redacted] Biggs
[redacted] Yearwood

Property Address: 36 Carlton Ave 1st Fl, Rusholme, Manchester, Greater Manchester, M14 7WJ

Fixed Term for a Period of: 12 Months

The Term
The tenancy will be for a term from and including the 4th day of September 2010 ("the Commencement Date") to and including 3rd day of September 2011 ("the Expiration Date").

Rent
£780.00 per calendar month in advance commencing from 4th of September 2010 and payable on the 01st day of each month. All rents to be paid in advance to ensure cleared funds have reached the Landlord's account by the 4th of each period.

Deposit
£780.00 to be paid to the Landlord on the signing of this agreement with no interest payable.

The Landlord agrees to let the Property and the Tenant agrees to take the Property for the term and at the rent stated in the Particulars.

The Terms and Conditions printed within this tenancy agreement apply to this letting. The Tenant hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all Tenants and accept the Terms and Conditions, which have been read and understood.

This Agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term. (Under this Agreement, the Tenant will have exclusive occupation of his designated room and will share with other occupiers of the Property the use and facilities of the Property (including such bathroom, toilet, kitchen and sitting room facilities as may be at the Property).

1. The Tenant's obligations

1.1 The tenant shall pay cleared funds for the **deposit and for the first month's rent** in advance before moving in to the Property. Rent for subsequent months should be paid by post dated cheque or standing order for every person listed on the tenancy agreement. All of the aforesaid is to be set up for all tenants before keys are handed over and any tenant moves in to the Property.

1.2 The Landlord requires **payment** to terms of this contract. Rent payment must be made on time, in full, and without any deduction, set-off or counterclaim. Payment must be paid in advance to ensure cleared funds reach the Landlord's account by the date stated under the aforementioned Rent section (under Particulars). The tenant agrees to pay all costs to the Landlord each time a cheque, direct debit or standing order is not paid. An administration cost of £12 will be applied to the rent account for each late payment. The tenant shall pay the Landlord's expenses and legal costs to cover necessary actions taken to recovering outstanding monies.

1.3 To provide a guarantor for the duration of the tenancy.

1.4 To pay all **utility and service charges** promptly, e.g. in respect of any electricity, gas, water, telephone, tele-visual, internet and any other services used at or supplied to the Property. And to pay Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term. Only with the Landlord's permission or in consultation with the Landlord, is the tenant permitted to change the supplier of gas or electricity and the tenant shall not do anything to cause disconnection of the utility services or telephone service to the property. The Landlord reserves the right to disclose forwarding contact details for tenants only to utility companies and other government or local government departments without permission from the tenant in accordance with the Data Protection Act of 1988. The tenant shall forward all correspondence that arrives at the property but is addressed to the Landlord on to the Landlord's address.

1.5 To accept liability for any **charges, penalties or losses** arising due to non-payment of bills. This shall include losses due to card meters being installed or conventional meters removed.

1.6 To keep the items on the **Inventory** and the interior of the Property in a good and clean state and condition and not damage or injure the Property or the items on the Inventory. To sign for receipt of the inventory and take responsibility for checking the accuracy of the Inventory at the start of the Tenancy and to bring to the attention of the Landlord any queries or changes within 48 hours.

1.7 To yield up the Property and the items on the Inventory (if any) at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property, and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 2.2). All personal items left in the communal areas will be deemed surplus to requirements and the Landlord reserves the right to remove and dispose of at any time.

1.8 To not make any **alteration** or addition to the Property without the Landlord's prior written consent (consent not to be withheld unreasonably); nor do any redecoration or painting of the Property, fix nails or screws to the walls without Landlord's written consent. Tenant shall not change locks or alarm codes, such alteration shall be considered a breach of contract.

1.9 To leave **furnishings** at the end of the Tenancy in the same rooms in which they were found at the beginning of the Tenancy.

1.10 Under no circumstances to carry out **repairs** without the Landlord's consent. In the event of a break-in not allow police or anyone else to organise repairs or work to make property secure as such work is extremely expensive and the tenant will be charged for the extra cost.

1.11 Not do anything on or at the property which: may be or become a **nuisance or annoyance** to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises, especially at night after 10.30pm; is illegal or immoral; may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.

1.12 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property and to refrain from smoking in the Property.

1.13 Not use or occupy the Property in any way whatsoever other than as a private residence and to inform the Landlord of the identity of all occupants.

1.14 Not to assign, sublet, charge or part with or share possession or occupation of the Property (except in case of clause 4.1 below).

1.15To maintain the property in a **clean, hygienic and rubbish free** condition for the duration of the tenancy, taking steps to avoid obstruction of fire exits and conditions posing risk of fire or infestation by pests .Should any infestation occur, the tenants must maintain high standards of cleanliness to help ensure the effectiveness of any treatment process the Landlord may carry out. The Landlord may employ a cleaner at the expense of the tenant at any stage if an acceptable condition is not maintained.

1.16To dispose of **rubbish and recycling materials**, in accordance with the Environmental Protection Act 1990. This includes: to correctly dispose of items into the appropriate rubbish bin or recycling container; to put bins out for collection on the correct collection date; not to place bins on a public highway; and not to block drains with food and debris. If a drain becomes blocked as a result of food and debris disposal, then the Landlord may issue a charge to the tenant for cleaning of the drain.

1.17To allow the Landlord or anyone with the Landlord's permission to enter the Property at anytime of the day and night in the case of an emergency; In order to maintain the premise in good repairing order at all material times the tenant agrees to allow the landlord to inspect the property every two months/quarterly from the date of the commencement of this agreement under s11 of the Landlord & Tenant Act 1985. The Landlord will give the tenant 24 hours notice of his intention to enter the said premise and, by signing this agreement, the tenant gives permission for the landlord to enter in his/her absence to inspect the said premise and ascertain the state of repair and to carry out, if any, the repairs and maintenance. To allow the landlord or the Landlord's Agents to show the Property and its rooms to prospective tenants, provided the Landlord has given notice of entry (except in an emergency or special circumstances). In case where a room becomes vacant during the tenancy, and the tenants do not cover the cost of the vacant room, to allow accompanied access to the Property without notice.

1.18To pay the Landlord's reasonable legal and/or other costs incurred as a result of any **breaches** by the Tenant of his obligations under this Agreement

1.19Not to supply the Landlord's or Agent's contact details to any third party without specific consent. Police, Fire and Local Authority accepted.

1.20When the **tenancy comes to an end** to provide the Landlord with a forwarding address, remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving, deliver all keys to the Property (including any copies cut) to the Landlord on the last day of the tenancy, and to ensure all rent is paid up until the date of vacation.

1.21To declare any conviction, whether spent or current, to the Landlord.

1.22Not to move fittings or furniture which could cause harm to himself/herself and the other occupiers or other persons visiting the property. The Tenant must inform the Landlord of any damage to the property whether internal or external as soon as reasonable, the tenant shall take all necessary precautions to avoid aggravating the damage until the Landlord has organised repairs. Not to withhold rent payments due to outstanding repairs due on the property at any one time.

1.23To indemnify the Landlord and/or his agent against personal injury to the tenant/s and damage to their possessions or their visitor/s or guests at any time, it shall be the duty of the Tenant to make sure that he/she take out appropriate insurance cover for personal injuries and contents insurance naming the Landlord as an interested person on the policy and shall not make any claim against the Landlords' insurance for any damage to his person or personal effects.

2 The Landlord's obligations

2.1 The Landlord agrees that, providing the Tenant does not breach any of his obligations in this Agreement, the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

2.1 To insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

2.2 To keep in repair:

2.3.1 the structure and exterior of the Property (including drains, gutters and external pipes).

2.3.1 the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and

2.3.2 the installation at the Property for space and water heating

2.4 But the Landlord will not be required to:

2.4.1 carry out works for which the Tenant is responsible by virtue of his/her duty to use the Property in a tenant-like manner

2.4.1 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to any deliberate damage or destruction by the Tenant.

2.4.2 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord

3 Guarantor

If there is a Guarantor, he guarantees that the Tenant will keep to his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any amount that the Tenant owes.

4 Ending this Agreement

4.1 The Tenant cannot normally end this Agreement before the end of the Term. However, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. The Tenant shall not normally incur any charge for this, providing that the Tenant has taken full responsibility for organising their replacement, in line with the Landlord's guidance. On the expiry of such notice and provided any outstanding charges on the account of the Tenant have been settled, the tenancy shall end. In circumstances where charges have been incurred by the Landlord, the tenancy shall end provided that the Tenant pays to the Landlord expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant. The landlord shall not release parts of full deposit until such time as original tenancy agreement ends.

4.2 With agreement from the Landlord, the Tenant may be permitted to stay on after the end of the fixed Term. In such instances, the Tenancy may continue but will run from month to month (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's notice to the Landlord.

4.2 With the Landlord's prior consent, the Tenant may be permitted to sign up for a new tenancy on the full property at the end of the fixed Term. To be eligible for this option, the Tenants will be required to sign up to the new tenancy as early as possible in their current tenancy. The Landlord may withdraw consent at any time.

4.3 If at any time:

4.4.1 any part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not) and/or

4.4.2 any part of the Rent is outstanding for 10 days

4.4.3 there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or

4.4.4 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply

the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

5 The Deposit

5.1 The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the tenancy at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in this Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money. The deposit shall be returned provided the tenant has paid all rent, bills, rates and charges under this agreement, all keys have been returned, the Property is left secure, clean, tidy and all fixtures, fittings and furniture are left in the condition and rooms in which they were originally found. Under no circumstances may the Tenant treat any deposit payment as rent.

5.1 The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, or to Utilities/Services companies in respect of outstanding bill payments, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 5.1.

5.2 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

5.3 The Landlord agrees that he shall register the deposit with Tenancy Deposit Solutions, one of the Government-authorised tenancy deposit protection schemes, and shall inform the tenant of the details of the relevant scheme.

6 Other provisions

6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.

6.1 For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.

6.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property and shall be entitled to use these to enter the Property to carry out viewings for prospective tenants, any maintenance repairs and for use in any emergency.

6.4 Any notices or other documents shall be deemed served on the Tenant by either being left at the Property in the presence of a witness, sent to the Tenant at the Property by certified post, or delivered to any one or more Tenants by email or SMS text message on the day of being served. In the case of an HMO (house in multiple occupation), this shall be to any one or more tenants.

6.5 Any person other than the Tenant who pays all or part of the rent due under this Agreement to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

6.6 Any personal items left behind at the end of the tenancy after the Tenant has vacated the property shall be considered abandoned if they have not been removed at the end of the tenancy. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the deposit held, and the Tenant shall remain liable for any balance.

6.7 In an emergency or special circumstances, and for the purpose of good management and for the general benefit of all tenants, the Landlord has the right, at its own discretion, to change the location of the Tenant's accommodation and, in accepting the Tenancy, the Tenant agrees that they will move when requested from one bedroom to another within the accommodation or to another residence.

6.8 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant)

6.9 Where the context so admits:

6.9.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent

6.9.2 The Tenant' includes any persons deriving title under the Tenant

6.9.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property

6.9.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow to permit the breach of that obligation

6.9.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

6.10 If the Property is classed as 'internet ready' this indicates the presence of a BT phone line, for the Tenant to then to choose their internet service provider. The line may or may not be active depending on the period of inactivity under the previous Tenancy.

Additional Provisions if any:

Signed by the Landlord(s): [redacted]

Signed by the Tenant(s):

[redacted] **Davies**

Biggs

[redacted] **Yearwood**

[redacted]

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement creates an Assured Shorthold Tenancy as defined by the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Landlord will be entitled to recover possession of the Property in accordance with the provisions of Section 21 of the Housing Act 1988 (1996) by serving upon the Tenant at least two months notice in writing. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.

PARTICULARS:

This agreement is made on the day of 20th February 2011

Landlord's Name: **Stephen Beech t/a Beech Properties**

Address: **139 Acomb St, Rusholme, Manchester, M14 4DF**

Address for service under Section 47 & 48 of the Landlord and Tenant Act 1988.

Tenant Name(s):

[redacted] Jones [redacted] Mwiko

[redacted] Mdala

Property Address: **36 Carlton Ave, Rusholme, Manchester, Greater Manchester, M14 7WJ**

Fixed Term for a Period of: **12 Months**

The Term: The tenancy will be for a term from and including the 7th day of September 2011 ("the Commencement Date") to and including 6th day of September 2012 ("the Expiration Date").

Rent: **£897.00** per calendar month in advance commencing from 7th of September 2011 and payable in advance by the 26th day of the previous month. All rents to be paid termly in advance to ensure cleared funds have reached the Landlord's account by the start of each period.

Deposit: **£897.00** to be paid to the Landlord on the signing of this agreement with no interest payable.

The Landlord agrees to let the Property and the Tenant agrees to take the Property for the term and at the rent stated in the Particulars. **The Terms and Conditions** printed within this tenancy agreement apply to this letting. The Tenant hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all Tenants and accept the Terms and Conditions, which have been read and understood.

1. The Tenant's obligations

1.1 To pay cleared funds for the **deposit and for the first month's rent** in advance before moving in to the Property. To pay rent for subsequent months termly by way of post dated cheque or standing order to reach the Landlord's Account in advance by the 26th of each period (26th September, 26th January, 26th April). All of the aforesaid is to be set up and in place for all Tenants on the Agreement before any Tenant can move in to the Property.

1.2 To make **payment** to the terms of this Agreement whether formally demanded or not. Rent payment must be made on time, in full, and without any deduction, set-off or counterclaim. Payment must be paid in advance to ensure cleared funds reach the Landlord's account by the date stated under the aforementioned Rent section.

1.3 In the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, the Tenant agrees to pay interest at the rate of 4% over RBS Base Rate (such interest to be calculated on a daily basis) until payment is actually made.

1.4 The Tenant agrees that any payments received from a **third party** in respect of the rent will be deemed to be payment for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Property to that third party whatsoever.

1.5 To pay the reasonable **costs and expenses** (including Solicitor's costs) incurred by the Landlord in connection with any notice served or letters sent requiring the Tenant to remedy a breach of their Tenancy obligations at a minimum cost of £20 per item sent, not excluding other reasonable costs that may also occur due to the Tenant's breach. This includes reminder letters or emails sent by the Landlord in respect of late rent payments. A £1 charge will also be incurred by the Tenant for each phone call/text to chase collection of any late rent payment.

1.6 To pay a £12 charge plus the cost of any other bank or other charges incurred by the Landlord if any cheque written the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's banks.

1.7 To also pay a £10 charge for each month a rent payment is made late.

1.8 The Tenant shall pay all other Landlord's expenses and legal costs to cover necessary actions taken to recovering any outstanding monies due by the Tenant. The Landlord reserves the right to pass a Tenant's debt to an external debt collection agent and the Tenant agrees to pay all Landlord's costs in this respect and other charges as a result of a breach of this provision.

1.9 To provide a UK based guarantor for the duration of the tenancy.

1.10To arrange for the electricity, gas, water rates, council tax, tele-visual and telephone services (as available to the Property) to be immediately transferred to the Tenant's name on the signing of this Agreement. In respect of electricity and gas, to provide to the **Utility Companies** the readings given to the Tenant by the Landlord. The Tenant also agrees to pay for all such accounts in respect of the Property where appropriate and to settle all outstanding accounts with such services immediately on termination of this Agreement.

1.11Only with the Landlord's written permission is the Tenant permitted to change the supplier of gas or electricity and the Tenant shall not do anything to cause disconnection of the utility services or telephone service to the property.

1.12Where the Property is fitted with **Solar PV** panels the Tenant accepts responsibility for payment of all energy costs over and above those covered by the solar PV system. The 'feed-in tariff' rate is subject to the energy provider's terms and conditions and the Tenant accepts such terms and conditions. Tenants are advised to contact the energy provider for further details.

1.13Where the Property is fitted with solar PV panels, an air source heat pump and under-floor heating (all three components) energy bills are included in the rent to the value of the limit stipulated by the Landlord (see other provisions). The Tenant accepts to pay all costs for energy use over the value of this allowance and agrees to indemnify the Landlord if payments are made by the Landlord to the energy provider in respect of the Property.

1.14To accept responsibility to reside at the Property in a green, environmentally friendly and **energy efficient** way and to adhere to and follow the guidance provided in the Landlord's Tenant Information Guide in this respect.

1.15To accept responsibility to follow and adhere to all of the guidance provided in the Landlord's **Tenant Information Guide.** This guide is subject to amendments and the latest version can be accessed via the Landlord's website.

1.16Where a **telephone/internet** service is provided by the Landlord at the Property, the Landlord accepts no responsibility for any issues in respect of this service. The Tenant agrees to contact the provider directly with any technical concerns or questions in respect of this service, and not to contact the Landlord.

1.17To accept liability for any **charges, penalties or losses** arising due to non-payment of bills. This shall include losses due to card meters being installed or conventional meters removed.

1.18To keep the Property in **good tenantable repair.** The Tenant agrees to keep the interior of the Property, including any fixtures, fittings, furniture and effects listed on any inventory provided, in good repair and condition through the Term, and to safeguard them from destruction or damage.

1.19To pay for the **replacement or repair** of any fixtures, fittings, furniture and effects that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result

of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items.

1.20 To use the Property in a **reasonable manner** and to take reasonable care of the Property including any fixtures and fittings and to keep the Property and any fixtures and fittings in a clean and tidy condition throughout the term. To deliver the Property and the fixtures and fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations

1.21 To sign for receipt of the inventory and take responsibility for checking the Inventory at the start of the Tenancy and to bring to the attention of the Landlord any amendments within 48 hours.

1.22 To agree that all personal items left in the **communal areas** will be deemed surplus to requirements and the Landlord reserves the right to remove and dispose of at any time.

1.23 To replace all cracked or broken glass at the Property during the Tenancy with the same quality glass as soon as reasonably possible; to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary; to keep all smoke detectors in good working order and in particular to replace any batteries (if applicable) as and when necessary; to pay for the reasonable professional washing and cleaning of all curtains, linens, counterpanes, carpets, upholstery and similar articles that have been soiled during the Tenancy, and for all upholstery and carpets to be professionally cleaned prior to the determination of the Tenancy; To keep the drains free from obstruction; to keep all electrical appliances and apparatus in good working order during the Tenancy and to pay the television licence fee for any television set; to notify the Landlord immediately in writing of any damage, destruction or loss that may happen at the Property or to the contents or effects whether by fire or for whatsoever reason.

1.24 To notify the Landlord immediately should any **repairs** become necessary for which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except on the written request of the Landlord, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. The Tenant shall take all necessary precautions to avoid aggravating any damage until the Landlord has organised repairs. The Tenant shall not withhold any rent payment or other charges due at on the Property while repairs are being organised.

1.25 Not to move fittings or furniture which could cause harm to tenants, occupiers or other persons visiting the property.

1.26 Not to carry out any **redecoration** at the said Property or any part of the Property without the previous consent in writing of the Landlord and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration of sooner determination of the Tenancy.

1.27 Not to make any **alteration or additions** to the Property without the prior written approval of the Landlord, such approval will not be unreasonably withheld. Not to cut, maim or puncture or injure any of the walls, partitions or timbers of the same with the Landlord's prior written consent (not be unreasonably withheld) Not to change locks or alarm codes. Any such alterations shall be considered a breach of this agreement; not to permit any waste, spoil or destruction to the Property.

1.28 Not to place any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Property or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage as required by the Landlord; not to fix any items to the walls of the Property either internally or externally using glue, nails, picture hooks, blu-tack or sticky tape without prior written consent, such consent not to be unreasonably withheld.

1.29 Whenever the property is left **empty** and unattended, the Tenant agrees to fasten securely all dead locks or other locks fitted to doors and windows permitted access to the property. In breaching this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord; The Tenant agrees not to leave the property vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord of his intention to do so, and before doing so the Tenant will take adequate steps to ensure the property is protected against the risk of damage by frost, by either draining down all water supplies in or serving the property and also to ensure that the stopcock is turned off or by providing adequate heating during the period the property is vacant.

1.30 The Tenant agrees to keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters down pipes and gullies on or serving the Property and to indemnify the Landlord for any damage cause by any breach of this stipulation; the Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; the Tenant agrees that during winter months to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.

1.31 The Tenant agrees not to do anything at the Property that can cause a **nuisance**, damage, disturbance,

annoyance, injury or inconvenience to the Property or any adjoining or neighbouring Properties or occupiers. Not hold or conduct any social gathering at the Property or play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Property or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent Property. This applies particularly at night after 10.30pm.

1.32 Not to use the Property for any **illegal, improper or immoral** use or use or consume in or about the Property any prohibited or controlled substances or of the drugs mentioned in the Misuse of Drugs Act 1971.

1.33 To not do anything that may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.

1.34 The Tenant agrees not to install or change any **locks** at the Property without the Landlord's prior written consent. If any additional keys are made then the Tenant will delivery all keys to the Landlord at the conclusion of the Tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong. If any lock is installed or change at the Property without the Landlord's prior written consent then the Tenant will immediately remove them and replace them with the same locks if required by the Landlord and to fix a the Tenant's own expense any resulting damage.

1.35 Not to keep any **animals, reptiles or birds** at the Property without the Landlord's prior consent in writing (consent not to be withheld unreasonably). If the Landlord finds that a Tenant has keep any animal, reptile or bird at the Property then the Tenant agrees to have the Property professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to indemnify the Landlord for any costs due by any breach of this stipulation.

1.36The Tenant agrees not to **smoke** or permit any guest or visitor to smoke tobacco or any other substance at the Property without the Landlords prior written consent which will not be reasonably withheld. In the event of any breach of this stipulation, the Tenant agrees to pay the Landlord for any costs that the Landlord may incur as a result of the Tenant (or the Tenant's guests) smoking at the Property. This includes but is not exclusive to any cleaning and/or redecoration costs, and any damage to the Property's fire alarm system, fire heads, fire panels or smoke alarm systems.

1.37 Not use or occupy the Property in any way whatsoever other than as a private residence and to inform the Landlord of the identity of all occupants.

1.38 Not to assign, sublet, charge or part with or share possession or occupation of the Property (except in case of clause 4.1 below).

1.39 To maintain the property in a **clean, hygienic and rubbish free** condition for the duration of the tenancy, taking steps to avoid obstruction of fire exits and conditions posing risk of fire or infestation by pests .Should any infestation occur, the Tenants must maintain high standards of cleanliness to help ensure the effectiveness of any treatment the Landlord may carry out. The Landlord may employ a cleaner or pest control company at the expense of the Tenant at any stage if an acceptable condition is not maintained.

1.40 To dispose of **rubbish and recycling** materials in accordance with the Environmental Protection Act 1990. This includes: to correctly dispose of items into the appropriate rubbish bin or recycling container; to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin (where appropriate); to put bins out for collection on the correct collection date; not to place bins on a public highway; and not to block drains with food and debris. If a drain becomes blocked as a result of food and debris disposal, then the Landlord may issue a charge to the Tenant for cleaning of the drain.

1.41Where any **yard, garden or driveway** is included in the Tenancy, the Tenant agrees to keep them clean and tidy and properly cultivated.

1.42Not to keep any **inflammable or dangerous substances and equipment** at the Property; not to keep or use any paraffin heater, liquefied petroleum, gas heater, portable gas heater or halogen heater in the Property, and not store or bring any articles of an especially combustible or inflammable or dangerous nature in to the Property whereby any insurance on the Property may become void or voidable or where the rate of premium may increase.

1.43To allow the Landlord or anyone with the Landlord's permission to **enter the Property** at anytime of the day and night in the case of an emergency; In order to maintain the premise in good repairing order at all material times the Tenant agrees to allow the landlord to inspect the property every two months/quarterly from the date of the commencement of this agreement under s11 of the Landlord & Tenant Act 1985. The Landlord will give the Tenant 24 hours notice of his intention to enter the said premise and, by signing this agreement, the Tenant gives permission for the landlord to enter in his/her absence to inspect the said premise and ascertain the state of repair and to carry out, if any, the repairs and maintenance.

1.44To allow the Property to be viewed at all reasonable times by prior notice given by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective purchaser or Tenant the Property for selling or re-letting of the Property, provided the Landlord has given notice of entry (except in an emergency or special circumstances). Notice is deemed served if sent to one or more Tenants by email, letter, telephone call or

voicemail or SMS text message. In case where a room becomes vacant during the tenancy, and the Tenants do not cover the cost of the vacant room, to allow accompanied access to the Property without notice.

1.45 Not to supply the Landlord's or Agent's contact details to any **third party** without specific consent. Police, Fire and Local Authority accepted.

1.46 When the **tenancy comes to an end,** to remove all of the Tenant's goods belonging to him or of the Tenant's household prior to the termination of this Agreement. If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Property at the time of the expiration or sooner of the tenancy, the Tenant agrees to pay the landlord damages at a rate equal to the daily rent payable for the Property until the Tenant has removed all such goods, and to pay to the Landlord any additional reasonable expenses incurred by the Landlord as a result of a breach of this stipulation. The Tenant can remain liable for the rent and utility charges at the Property until such time as the Property has been returned to the Landlord without further hindrance by the Tenant or any other occupier at the Property.

1.47 The Tenant agrees that any personal items left behind at the **end of the tenancy** after the Tenant has vacated the property shall be considered abandoned if they have not been removed at the end of the tenancy. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the deposit held, and the Tenant shall remain liable for any balance.

1.48 To **return keys** of the Property to the Landlord on or before the end of the tenancy and to pay for any reasonable charges incurred by the Landlord in securing the Property against re-entry or providing keys to future Tenants where the keys have not been returned.

1.49 To leave the **Landlord's contents** and effects at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.

1.50 As soon as is reasonably practicable just before or immediately after the end of the tenancy to provide to the Landlord a **forwarding or correspondence address.**

1.51 To declare any **conviction**, whether spent or current, to the Landlord.

1.52 To indemnify the Landlord and/or his agent against personal injury to the Tenant/s and damage to their possessions or their visitor/s or guests at any time, it shall be the duty of the Tenant to make sure that he/she take out appropriate insurance cover for personal injuries and contents insurance naming the Landlord as an interested person on the policy and shall not make any claim against the Landlords' insurance for any damage to his person or personal effects.

1.53 **Information** provided under the performance of this Agreement may be shared with other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Housing Benefit departments, debtor and tracing agents and alike, and mortgage lenders.

1.54 Where the Tenant receives any formal or legal **notices** or orders or other similar document delivered to the Property, which may reasonably affect the Property, the Tenant will as soon as is reasonably practical after receipt send such notices and or document to the Landlord.

1.55 To not to do anything whereby the policy of **insurance** on the Property or on the fixtures and fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Property are his and not covered by any insurance policy maintained by the Landlord. In the event of loss or damage by fire theft or impact or other causes to immediately inform the Landlord. To hold insurance to protect the Tenant's personal possessions and accidental damage caused by the Tenant to the fixtures and fittings and effects at the Property.

1.56 Where the Landlord is entitled to do anything at the cost or expense of the Tenant then the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the depcsit.

1.57 To pay the Landlord's reasonable legal and/or other costs incurred whatsoever as a result of any **breaches** by the Tenant of his obligations under this Agreement.

1.58 The Tenant shall forward all **correspondence** that arrives at the property but is addressed to the Landlord on to the Landlord's address.

1.59 Not to alter or modify in any way whatsoever any fixed, or portable (if present), electrical installation at the Property.

2 The Landlord's obligations

2.1 The Landlord agrees that, providing the Tenant does not breach any of his obligations in this Agreement, the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

2.2 To insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be

remedied as soon as possible

2.3 To keep in repair: the structure and exterior of the Property (including drains, gutters and external pipes); the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and the installation at the Property for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items.

2.4 The Landlord will not be required to: carry out works for which the Tenant is responsible by virtue of his/her duty to use the Property in a Tenant-like manner; reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to any deliberate damage or destruction by the Tenant; rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

3 Guarantor

If there is a Guarantor, he guarantees that the Tenant will keep to his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any amount that the Tenant owes.

4 Ending this Agreement

4.1 The Tenant cannot normally end this Agreement before the end of the Term. However, if the Tenant can find a suitable alternative Tenant, and provided this alternative Tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. The Tenant shall not normally incur any charge for this, providing that the Tenant has taken full responsibility for organising their replacement, in line with the Landlord's replacement Tenant guide. On the expiry of such notice and provided any outstanding charges on the account of the Tenant have been settled, the tenancy shall end. In circumstances where charges have been incurred by the Landlord, the tenancy shall end provided that the Tenant pays to the Landlord expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative Tenant. The landlord shall not release parts of full deposit until such time as original tenancy agreement ends.

4.2 With agreement from the Landlord, the Tenant may be permitted to stay on after the end of the fixed Term. In such instances, the Tenancy may continue but will run from month to month (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's notice to the Landlord.

4.3 With the Landlord's prior consent, the Tenant may be permitted to sign up for a new tenancy on the full property at the end of the fixed Term. To be eligible for this option, the Tenants will be required to sign up to the new tenancy as early as possible in their current tenancy. The Landlord may withdraw consent at any time.

4.4 **Forfeiture:** If at any time any part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not); there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or; any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) or 17 (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 as amended by the Housing Act 1996 apply, then the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

5 The Deposit

5.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his possession monies in respect of the Deposit.

5.2 The Landlord acknowledges that the deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the Housing Act 2004. Subject thereto the Landlord shall have right to claim against the deposit for: any damage, or compensation for damage, to the Property, its fixtures or fittings or for missing items for which the Tenant may be liable; the fair costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Property, its fixtures and fittings, and any additional charges made by the Landlord relating thereto or by legal advisers; any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the Property for which the Tenant is liable; any rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.

5.3 Details of the Tenancy Deposit Scheme to which the Landlord subscribes is My Deposits (trading name of Tenancy Deposit Solutions) receipt whereof the Tenant hereby acknowledges.

5.4 The Deposit will be held by the Landlord and refunded to the Tenant when this Agreement ends and the Tenant leaves the property, as long as the Tenant has kept to all the agreements and conditions and has paid all rent, bills, rates and any other charges due on the Property. If they do not do so, the Landlord may take from the Tenant's deposit any rent owed to the Landlord, or other money legally owed to the Landlord, reasonable compensation if they have broken any of the agreements, or the reasonable cost of making good any damage to the Property or its items which is not caused by fair wear and tear. The Landlord is entitled to keep the deposit until the Tenant has produced satisfactory proof that they have paid for the utility bills (electricity, gas, water, phone) and council tax for the property. If they fail to do so, the Landlord may pay any charges the Tenant owes from their deposit.

5.5 On vacating the Property, the Tenant is required to leave the Property secure, and ensure that the Property, its fixtures, fittings and all its items are left clean and tidy, including to fully clean the cooker and defrost the fridge/freezer and ensure furniture is left in the condition and rooms in which they were originally found. If there is any breach to this stipulation the Tenant may indemnify the Landlord for any charges.

5.6 Under no circumstances may the Tenant treat any deposit payment as rent.

5.7 The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, or to Utilities/Services companies in respect of outstanding bill payments, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under this Agreement.

5.8 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

6 Other Provisions

6.1 The Landlord hereby notifies the Tenant under **Section 48** of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.

6.2 For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.

6.3 The Landlord shall be entitled to have and retain **keys** for all the doors to the Property and shall be entitled to use these to enter the Property to carry out viewings for prospective Tenants, any maintenance repairs and for use in any emergency.

6.4 Any **notices or other documents** shall be deemed served on the Tenant by either being left at the Property in the presence of a witness or sent to the Tenant at the Property by ordinary first class post. In the case of an HMO (house in multiple occupation), this shall be to any one or more Tenants. Any notices for viewings on the Property shall be deemed served if delivered to any one or more Tenants by telephone call, email, letter or SMS text message on the day of being served.

6.5 In an emergency or special circumstances, and for the purpose of good management and for the general benefit of all Tenants, the Landlord has the right, at its own discretion, to change the location of the Tenant's accommodation and, in accepting the Tenancy, the Tenant agrees that they will move when requested from one bedroom to another within the accommodation or to another residence.

6.6 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).

6.7 If the Property is classed as 'internet ready' this indicates the presence of a BT phone line, for the Tenant to then to choose their internet service provider. The line may or may not be active depending on the period of inactivity under the previous Tenancy.

6.8 Where the context so admits: The 'Landlord' includes the persons from time to time entitled to receive the Rent; The Tenant' includes any persons deriving title under the Tenant; The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property; All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow to permit the breach of that obligation; All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

Additional Provisions if any:

Your property's building has a 'split' type electricity meter system. To calculate your electricity usage charge you agree to adhere to the instruction given in the 'electricity Guide' provided by your landlord at the start of this agreement. This includes you liasing with tenants in the building's other flats/s when calculating and making payments to your electricity provider.

Signed by the Landlord(s): [redacted]

Signed by the Tenant(s):

[redacted] Jones [redacted]

[redacted] Mwiko

[redacted] Mdala [redacted]

COPY Given on 04/03/2013.

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement creates an Assured Shorthold Tenancy as defined by the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Landlord will be entitled to recover possession of the Property in accordance with the provisions of Section 21 of the Housing Act 1988 (1996) by serving upon the Tenant at least two months notice in writing. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.

PARTICULARS:

This Agreement is made on the 24th **day of** NOVEMBER 2012

Landlord's Name: **Beech Properties**

Address: **139 Acomb St, Manchester, M14 4DF**
(Address for service under Section 47 & 48 of the Landlord and Tenant Act 1988)

Tenant Name(s):

[redacted] RODRIGUEZ

[redacted] MORRIS

[redacted] BELMONTE

The Property: 36 CARLTON AVE, 1ST FLOOR, MANCHESTER, M14 7WJ

Fixed Term for a Period of: ~~insert period~~ 8 MONTHS

The Term: The Tenancy will be for a term from and including the 1st day of Dec 12 ("the Commencement Date") to and including the 31st day of July 13 ("the Expiration Date").

Rent: £550 per calendar month in advance commencing from 1st day of Dec 12 and payable termly in advance to reach the Landlord no later than the 26th day of each period.

Deposit: £550 to be paid to the Landlord on the signing of this Agreement with no interest payable

Fixtures & Fittings: The Tenancy shall include the Fixtures & Fittings in the Property including all matters specified in the Inventory.

The Landlord agrees to let the Property and the Tenant agrees to take the Property for the term and at the rent stated in the Particulars. The Terms and Conditions printed below within this Agreement apply to this letting. The Tenant hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all Tenants and accept the Terms and Conditions, which have been read and understood.

The Tenant's Obligations

Rent and Other Charges

1.1 To pay cleared funds for the deposit and first month's rent in advance and to have a payment method in place and approved by the Landlord before moving in to the Property.

1.2 To make rent payment termly (unless otherwise agreed) by way of cheque or standing order to reach the Landlord's account by the beginning of each period; and to pay to the terms given under the Particulars of this Agreement whether formally demanded or not. Rent payment must be made on time, in full, and without any deduction, set-off or counterclaim.

1.3 In the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, the Tenant agrees to pay interest at the rate of 4% above the Base Lending Rate of RBS (such interest to be calculated on a daily basis) until payment is actually made.

1.4 The Tenant agrees that any payments received from a third party in respect of the rent will be deemed to be payment for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Property to that third party whatsoever.

1.5 To pay the reasonable costs and expenses (including Solicitor's and legal costs) incurred by the Landlord in connection with any contact made, notice served or letters sent requiring the Tenant to remedy a breach of their Tenancy obligations at a minimum cost of £20 per item sent, not excluding other reasonable costs that may also occur due to the Tenant's breach. This includes any late rent payment requests. An Item includes letters, emails, visits and any other notices sent by the Landlord to the Tenant. Phone calls and SMS text messages are charged at £2 per Item sent by the Landlord to the Tenant.

1.6 To pay the cost of any bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bank at the rate of £12; and to pay a £12 late payment fee for each month that rent is overdue.

1.7 To pay to the Landlord all other reasonable costs and expenses incurred by the Landlord to recover any outstanding monies due by the Tenant. This includes recovering or attempting to recover any rent or other monies in arrears; the enforcement of any obligation of the Tenant under this Agreement; the cost any third party debt collection agent at the rate of an additional 20% of the total debt; and the service of any notice, apart from any Notice service under section 8 of the Housing Act 1988 relating to any breach of this Agreement whether or not court proceedings are brought.

1.8 To pay the reasonable costs and expenses incurred by the Landlord in connection with any breach whatsoever of this Agreement.

1.9 To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force: electricity, water, council tax, telecommunications services. To arrange for such services to be transferred to the Tenant's name on the signing of this Agreement. In respect of electricity, to provide to the Utility Companies the readings given to the Tenant by the Landlord.

1.10 Where the Landlord has confirmed that energy bills are paid for by the Landlord by way of referring to this clause in the Additional Provisions section of this Agreement, energy bills are paid up to the value of 5 units per day per person listed on this Agreement. The Tenant agrees to pay for any energy usage over and above this value and agrees to indemnify the Landlord if payments are made by the Landlord to the energy provider. The Tenant agrees to pay any monies due to the Landlord, whether formally demanded or not, within 10 days of request by the Landlord.

1.11 To accept liability for any charges, penalties or losses arising due to non-payment of bills. This shall include losses due to card meters being installed or conventional meters removed.

1.12 Where there is the presence of a landlord meter at the Property the Tenant agrees to liaise with the Landlord and/or Tenant in the building's other Properties when calculating and paying for electricity usage charges.

1.13 To pay for the replacement or repair of any fixtures, fittings, furniture and effects that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items.

1.14 To pay for the television licence regardless of who owns the television set.

1.15 To pay the reasonable costs and expenses, including legal, incurred whatsoever as a result of any breaches by the Tenant of his obligations under this Agreement.

Use, Repair, Maintenance and Cleaning of the Property

1.16 To take care to keep the interior of the Property, including any fixtures, fittings, decorative order and condition, furniture and effects listed on any inventory, in good repair and condition throughout the Term, and to safeguard them from destruction or damage.

1.17 To use the Property in a reasonable manner and to take reasonable care of the Property including any fixtures and fittings and to keep the Property and any fixtures and fittings in a clean and tidy condition throughout the term. To deliver the Property and the fixtures and fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations.

1.18 To take responsibility for checking the Inventory at the start of the Tenancy and returning any amendments to the Landlord within 7 days of check-in.

1.19 To replace all cracked or broken glass at the Property during the Tenancy with the same quality glass as soon as reasonably possible; to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary; to pay for the reasonable professional washing and cleaning of all curtains, linens, counterpanes, carpets, upholstery and similar articles that have been soiled during the Tenancy, and for all upholstery and carpets to be professionally cleaned prior to the determination of the Tenancy; to keep the drains free from obstruction; to keep all electrical appliances and apparatus in good working order during the Tenancy; to notify the Landlord immediately in writing of any damage, destruction or loss that may happen at the Property or to the contents or effects whether by fire or for whatsoever reason; to keep all fire exits clear of obstruction and if any obstruction is not removed when its removal is requested by the Landlord, the Landlord may remove the item to storage and the Tenant must indemnify the Landlord for any costs incurred.

1.20 To notify the Landlord immediately should any repairs become necessary for which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except on the written request of the Landlord, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. The Tenant shall take all necessary precautions to avoid aggravating any damage until the Landlord has organised repairs. The Tenant shall not withhold any rent payment or other charges due at on the Property while repairs are being organised.

1.21 Not to misuse the out-of-hours emergency telephone numbers provided by the Landlord. If the Tenant misuses this service (i.e. not a genuine emergency as determined by the Landlord) the Tenant will be charged a minimum of £30 and will be liable for all reasonable costs and expenses incurred as a result.

1.22 Not to move fittings or furniture that could cause harm to Tenants, occupiers or other persons visiting the Property.

1.23 To take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

1.24 Not to carry out any redecoration at the said Property or any part of the Property without the previous consent in writing of the Landlord and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration of the Tenancy.

1.25 Not to make any alteration or additions to the Property without the prior written approval of the Landlord, such approval will not be unreasonably withheld. Not to cut, maim or puncture or injure any of the walls, partitions or timbers of the same with the Landlord's prior written consent (not be unreasonably withheld).Not to change locks or alarm codes. Any such alterations shall be considered a breach of this Tenancy; not to permit any waste, spoil or destruction to the Property.

1.26 To clean or have cleaned both internally and externally (or to compensate the landlord in damages for his loss) all reasonably accessible windows of the Property as necessary during the Tenancy, and within one month prior to the end of the Tenancy.

1.27 To test at regular intervals any battery operated smoke alarms fitted in the Property and to replace any battery in any alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.

1.28 Not to place any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Property or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage as required by the Landlord; not to fix any items to the walls of the Property either internally or externally using glue, nails, picture hooks, blu-tack or sticky tape without prior written consent, such consent not to be unreasonably withheld.

1.29 Whenever the Property is left empty and unattended, the Tenant agrees to fasten securely all dead locks or other locks fitted to doors and windows permitted access to the Property. In breaching this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord; The Tenant agrees not to leave the Property vacant or unoccupied for a period in excess of 7 consecutive days without first giving written notice to the Landlord of his intention to do so, and before doing so the Tenant will take adequate steps to ensure the Property is protected

against the risk of damage by frost, by either draining down all water supplies in or serving the Property and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Property is vacant.

1.30 To keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters down pipes and gullies on or serving the Property and to indemnify the Landlord for any damage cause by any breach of this stipulation; the Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; the Tenant agrees that during winter months to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.

1.31 Not to use the Property for any illegal, improper or immoral use or use or consume in or about the Property any prohibited or controlled substances or of the drugs mentioned in the Misuse of Drugs Act 1971.

1.32 Not to install or change any locks at the Property without the Landlord's prior written consent. If any additional keys are made then the Tenant will delivery all keys to the Landlord at the conclusion of the Tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong. If any lock is installed or change at the Property without the Landlord's prior written consent then the Tenant will immediately remove them and replace them with the same locks if required by the Landlord and to fix a the Tenant's own expense any resulting damage.

1.33 Not to keep any animals, reptiles or birds at the Property without the Landlord's prior consent in writing (consent not to be withheld unreasonably). If the Landlord finds that a Tenant has keep any animal, reptile or bird at the Property then the Tenant agrees to have the Property professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to indemnify the Landlord for any costs due by any breach of this stipulation.

1.34 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance at the Property. In the event of any breach of this stipulation, the Tenant agrees to pay the Landlord for any costs that the Landlord may incur as a result of the Tenant (or the Tenant's guests) smoking at the Property. This includes but is not exclusive to any cleaning and/or redecoration costs, and any damage to the Property's fire alarm system, fire heads, fire panels or smoke alarm systems.

1.35 Not to use or occupy the Property in any way whatsoever other than as a private residence and to inform the Landlord of the identity of all occupants.

1.36 To maintain the property in a clean, hygienic and rubbish free condition for the duration of the tenancy, taking steps to avoid obstruction of fire exits and conditions posing risk of fire or infestation by pests .Should any infestation occur, the Tenant must maintain high standards of cleanliness to help ensure the effectiveness of any treatment the Landlord may carry out. The Landlord may employ a cleaner or pest control company at the expense of the Tenant at any stage if an acceptable condition is not maintained.

1.37 To dispose of rubbish and recycling materials in accordance with the Environmental Protection Act 1990. This includes: to correctly dispose of items into the appropriate rubbish bin or recycling container; to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin (where appropriate); to put bins out for collection on the correct collection date; not to place bins on a public highway; and not to block drains with food and debris. If a drain becomes blocked as a result of food and debris disposal, then the Landlord may issue a charge to the Tenant for cleaning of the drain.

1.38 To keep the front and rear yard (if applicable) of the Property in good condition and repair and properly cultivated. To pay for any cost associated with the provision of rubbish bins at the Property including additional or replacement bins if any bin is lost, stolen damaged or insufficient bins available.

1.39 Not to keep any inflammable or dangerous substances and equipment at the Property; not to keep or use any paraffin heater, liquefied petroleum, gas heater, portable gas heater or halogen heater in the Property, and not store or bring any articles of an especially combustible or inflammable or dangerous nature in to the Property whereby any insurance on the Property may become void or voidable or where the rate of premium may increase.

1.40 Not to alter or modify in any way whatsoever any fixed, or portable (if present), electrical installation at the Property.

1.41 Not to alter or modify in any way whatsoever the vents, controls, timers or settings on any space or water heating system provided at the Property.

1.42 To make good, or pay for, (or to compensate the Landlord in damages for his loss) any failure by the Tenant to comply with the obligations set out in this section of this Part of the Tenancy. If made good, this must be to the satisfaction of the Landlord as specified in writing.

1.43 Not to do anything at the Property that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Property or any adjoining or neighbouring Properties or occupiers. Not hold or conduct any social gathering at the Property or play any musical instrument or use any stereo, radio or television or other

musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Property or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent Property. This applies particularly at night after 10.30pm.

1.44 To follow any advice and guidance given by the Landlord and its Maintenance Team, whether written or verbal, in respect of residing at, use and misuse of the Property. This includes information given in the Tenant Information Guide and any other guides, letters, emails or other correspondence sent to the Tenant during the Tenancy. If advice is not followed the Tenant agrees to pay to the Landlord all reasonable costs, charges and expenses incurred by the Landlord as a result of the Tenant not following such advice. This advice includes but is not exclusive to pest control, security, drying clothes and condensation, fire safety procedures, noise, cleanliness, disposal of items down toilets, misuse and care of appliances, misuse of fire alarm and detection system including smoke-heads and fire equipment, internet equipment, and any breach of the Tenant's Obligations in this Tenancy.

1.45 To take extra care with any toilets or saniflo toilet systems located in all basement bedrooms at the Property. To dispose only of toilet tissue down the system and refrain from disposing of any other item whatsoever. To use only domestic disinfectants when cleaning the system.

1.46 To agree that any items left in a building's communal areas (porch/hallway) during the Tenancy shall be deemed surplus to requirements and agree that the Landlord may remove and dispose of such items at any time.

1.47 On vacating the Property, to clean the Property including all bedrooms and communal areas. This includes but is not exclusive to floors, appliances, windows, removing marks off walls, defrosting the fridge/freezer, disposing of food, bedding and rubbish. To remove all personal belongings from the Property and yard and put all rubbish into rubbish bins. If additional rubbish or bags are left outside rubbish bins to pay for their disposal. To leave original furniture and fittings in their original place, and if you have carried out any decoration to ensure all rooms are restored to their original colour and condition. Not to leave any Tenant's own furniture in the Property. To agree that any items left at the Property after the Expiration date will be deemed surplus to requirements and the Landlord may remove and dispose of such items. To pay the all of the Landlord's reasonable costs and expenses as a result of any breaches of this clause.

Access and Inspection

1.48 In order to maintain the Property in good repairing order at all material times the Tenant agrees to allow the landlord to inspect the Property every two months from the date of the commencement of this Agreement under s11 of the Landlord & Tenant Act 1985. The Landlord will give the Tenant 24 hours notice of his intention to enter the Property and, by signing this Agreement, the Tenant gives permission for the landlord to enter in his/her absence to inspect the Property and ascertain the state of repair and to carry out, if any, the repairs and maintenance.

1.49To allow the Landlord access to the Property to carry out any essential repairs and maintenance without notice. When the Tenant reports a repair or maintenance request to the Landlord they hereby give permission for the Landlord to access the Property as required to ascertain the state of repair and maintenance required and carry out, if any, any works required.

1.50 In case of any emergency, to allow the Landlord or anyone with the Landlord's permission to enter the Property at anytime of the day and night.

1.51 To allow the Property to be viewed at all reasonable times by prior notice given by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective Tenant or purchaser the Property for re-letting or selling of the Property, provided the Landlord has given notice of entry (except in an emergency or exceptional circumstance). Notice is deemed served if sent to the Tenant (one or more household members) by email, letter, sms text message. In cases where a room becomes vacant during the Tenancy and the Tenant does not cover the cost of the vacant room, to allow accompanied access to the Property without notice.

Insurance

1.52 Not to do anything that may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.

1.53 To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with any clause of this Agreement.

1.54 To inform the Landlord within a reasonable time of the Tenant becoming aware of any loss or damage to the Property or Fixtures & Fittings.

1.55 To provide the Landlord with details of any loss or damage notified within a reasonable time of the Tenant becoming aware of any loss of damage has occurred.

1.56 The Tenant is strongly advised to insure his belongings with a reputable insurer, including insurance for accidental damage, caused by the Tenant during the Tenancy to the Premises or the Fixtures and Fittings. To avoid any doubt between the Parties, the Tenant is warned that his belongings are not covered by the Landlord's Insurance Policy.

Assignment

1.57 Not to assign, sublet, charge or part with or share possession or occupation of the Property with any other person without the prior written consent of the Landlord, which shall not be unreasonable withheld. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.

1.58 Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant on this Agreement and any permitted children to occupy or reside in the Property up to a maximum of 1 including children unless the Landlord has given written consent, which shall not be unreasonably withheld.

General

1.59To declare any conviction, whether spent or current, to the Landlord.

1.60 Only with the Landlord's expressed written permission is the Tenant permitted to change the supplier of electricity and the Tenant shall not do anything to cause disconnection of the utility services or telephone service to the Property.

1.61 Not to supply the Landlord's or Agent's contact details to any third party without specific consent. Police, Fire and Local Authority accepted.

1.62 When the Tenancy comes to an end, to remove all of the Tenant's goods belonging to him or of the Tenant's household prior to the termination of this Agreement. If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Property at the time of the expiration or sooner of the tenancy, the Tenant agrees to pay the landlord damages at a rate equal to the daily rent payable for the Property until the Tenant has removed all such goods, and to pay to the Landlord any additional reasonable expenses incurred by the Landlord as a result of a breach of this stipulation. The Tenant will remain liable for the rent and utility charges at the Property until such time as the Property has been returned to the Landlord without further hindrance by the Tenant or any other occupier at the Property.

1.63 The Tenant agrees that any personal items left behind at the end of the Tenancy after the Tenant has vacated the Property shall be considered abandoned if they have not been removed at the end of the Tenancy. After this period the Landlord may remove or dispose of the items as he sees fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the deposit held, and the Tenant shall remain liable for any balance.

1.64 To return keys of the Property to the Landlord's office on or before the end of the Expiration date of this Agreement. To pay for any reasonable charges, costs and expenses incurred by the Landlord in securing the Property against re-entry or providing keys to future Tenants where the keys have not been returned by the Expiration Date. The minimum cost of a late key return is £50 per key plus any other costs incurred by the Landlord as a result of this breach and any costs stated in clause 1.62 of this Agreement.

1.65 To leave the Landlord's contents and effects at the end of the Tenancy in the same places in which they were positioned at the commencement of the tenancy.

1.66 As soon as is reasonably practicable just before or immediately after the end of the Tenancy to provide to the Landlord a forwarding or correspondence address. The Landlord may use this address for forwarding any correspondence, including utility bills, to the Tenant.

1.67 To indemnify the Landlord and/or his agent against personal injury to the Tenant/s and damage to their possessions or their visitor/s or guests at any time, it shall be the duty of the Tenant to make sure that he/she take out appropriate insurance cover for personal injuries and contents insurance naming the Landlord as an interested person on the policy and shall not make any claim against the Landlords' insurance for any damage to his person or personal effects.

1.68 Where the Landlord is entitled to do anything at the cost or expense of the Tenant the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the deposit.

1.69 To forward all correspondence that arrives at the Property but is addressed to the Landlord on to the Landlord's address or to inform the Landlord that is ready for collection from the Property.

2 The Landlord's Obligations

2.1 The Landlord agrees that, providing the Tenant does not breach any of his obligations in this Agreement, the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

2.2 To insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

2.3 To keep in repair: the structure and exterior of the Property (including drains, gutters and external pipes); the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and the installation at the Property for space and water heating. The Landlord

will not accept responsibility for charges incurred by the Tenant for the repair of these items.

2.4 The Landlord will not be required to: carry out works for which the Tenant is responsible by virtue of his/her duty to use the Property in a Tenant-like manner; reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to any deliberate damage or destruction by the Tenant; rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

3 Ending this Agreement

3.1 The Tenant cannot normally end this Agreement before the end of the Term. However, if the Tenant can find a suitable alternative Tenant, and provided this alternative Tenant is acceptable to the Landlord the Tenant may give notice to end the Tenancy on a date at least one month from the date that such approval is given by the Landlord. An administration charge of £40 applies which the Tenant must pay. On the expiry of such notice and provided any outstanding charges on the account of the Tenant have been settled, the tenancy shall end. In circumstances where charges have been incurred by the Landlord, the tenancy shall end provided that the Tenant pays to the Landlord expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative Tenant. This same clause applies if the Tenant is joint and wholly liable with other person(s) and one of these persons wishes to end his share of the Tenancy. In these cases, written permission from all remaining persons listed as Tenants in the form of a Deed of Assignment must be given as well as that of the Landlord. The administration charge is applied to each change of household member. The outgoing and remaining Tenant(s) accept that if no suitable replacement is found all Tenant(s) remain joint and wholly liable for all terms and conditions under this Agreement. If a Deed of Assignment is carried out on the Tenancy, it is the Tenant's responsibility to inform any Guarantor party to this Tenancy about the Deed of Assignment.

3.2 With agreement from the Landlord, the Tenant may be permitted to stay on after the end of the fixed Term. In such instances, the Tenancy may continue but will run from month to month (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's notice to the Landlord.

3.3 With the Landlord's prior consent, the Tenant may be permitted to sign up for a new tenancy on the full Property at the end of the fixed Term.

3.4 Forfeiture: If at any time any part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not); there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or; any of the grounds which relate to breach of any obligation by a Tenant contained in the Housing Act 1988 Schedule 2 as amended by the Housing Act 1996 apply, then the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

4 The Deposit

4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his possession monies in respect of the Deposit.

4.2 The Landlord acknowledges that the deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the Housing Act 2004. Subject thereto the Landlord shall have right to claim against the deposit for: any damage, or compensation for damage, to the Property, its fixtures or fittings or for missing items for which the Tenant may be liable; the fair costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Property, its fixtures and fittings, and any additional charges made by the Landlord relating thereto or by legal advisers; any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the Property for which the Tenant is liable; any rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.

4.3 Details of the Tenancy Deposit Scheme to which the Landlord subscribes is My Deposits receipt whereof the Tenant hereby acknowledges.

4.4 The Deposit will be refunded to the Tenant when this Agreement ends and the Tenant leaves the Property, as long as the Tenant has kept to all the agreements and conditions and has paid all rent, bills, rates and any other charges due on the Property. If they do not do so, the Landlord may take from the Tenant's deposit any rent owed

to the Landlord, or other money legally owed to the Landlord, reasonable compensation if they have broken any of the agreements, or the reasonable cost of making good any damage to the Property or its items which is not caused by fair wear and tear. The Landlord is entitled to keep the deposit until the Tenant has produced satisfactory proof that they have paid for the utility bills (electricity, gas, water, phone) and council tax for the Property. If they fail to do so, the Landlord may choose to pay any charges the Tenant owes from their deposit.

4.5 If the Tenant fails to attend any inspection that they have been invited to by the Landlord, the Tenant agrees to any damages and charges identified on inspection and accepts that these will be deducted from the Deposit held.

4.6 Under no circumstances may the Tenant treat any deposit payment as rent.

4.7 The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, or to Utilities/Services companies in respect of outstanding bill payments, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under this Agreement.

4.8 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

5 Other Provisions

5.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord above.

5.2 Any notices or other documents shall be deemed served on the Tenant by either being left at the Property in the presence of a witness or sent to the Tenant at the Property by ordinary first class post. Any notices for viewings on the Property shall be deemed served if delivered to any one or more Tenants by telephone call, email, letter or SMS text message on the day of being served.

5.3 Information provided under the performance of this Agreement and on the Tenant Application Form may be shared with other agents, credit and referencing agencies, local authorities, utility and water companies, housing benefit departments, debtor and tracing agents and alike, any household member listed on this Agreement and their respective guarantor, and mortgage lenders.

5.4 Where an internet service is available at the Property, the Landlord accepts no responsibility or liability for the service or any issues associated with its provision or availability. For technical support, the Tenant is responsible for contacting directly the internet service provider in the first instance. If the Tenant is not satisfied with any internet service available at the property the Tenant agrees to arrange for their own internet service provider at their own expense and time. If the Landlord provides any advice or guidance in respect of an internet service available the Tenant agrees to adhere to such advice and will be responsible for any reasonable costs and expenses incurred by the Landlord if not adhered to. Any internet service available at the Property is not part of this Agreement.

5.5 Where an internet service is available at the Property, the Tenant must not carry out any illegal activity using the internet connection and liability for any online activity lies wholly with the Tenant.

5.6 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Property, which may reasonably affect the Property, the Tenant will as soon as is reasonably practical after receipt send such notices and or document to the Landlord.

5.7 For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.

5.8 The Landlord shall be entitled to have and retain keys for all the doors to the Property and shall be entitled to use these to enter the Property to carry out viewings for prospective Tenants, any maintenance repairs and for use in any emergency.

5.9 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).

5.10 Where the context so admits: The 'Landlord' includes the persons from time to time entitled to receive the Rent; The 'Tenant' includes any persons deriving title under the Tenant; The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property; All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow to permit the breach of that obligation; All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

6 Guarantor

If there is a guarantor he guarantees that the Tenant will keep to his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any amount that the Tenant owes.

Additional Provisions if any:

Signed by the Landlord(s): [redacted]

Signed by the Tenant(s):

[redacted]

[redacted]

[redacted]

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement creates an Assured Shorthold Tenancy as defined by the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Landlord will be entitled to recover possession of the Property in accordance with the provisions of Section 21 of the Housing Act 1988 (1996) by serving upon the Tenant at least two months notice in writing. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.

PARTICULARS:

This Agreement is made on the 25th April 2013

Landlord's Name: Beech Properties

Address: 139 Acomb St, Manchester, M14 4DF
(Address for service under Section 47 & 48 of the Landlord and Tenant Act 1988)

Tenant Name(s):

[redacted] Adams

[redacted] Fowles

[redacted] Dikinson

The Property: 36 Carlton Avenue Manchester M14 7WJ

Fixed Term for a Period of: 12 Months

The Term: The Tenancy will be for a term from and including the 06th day of September 2013 ("the Commencement Date") to and including the 05thday of September 2014 (the Expiration Date").

Rent: £1107.00 per calendar month in advance commencing from 06th day of September 2013 and payable termly in advance to reach the Landlord no later than the beginning of each period.

Deposit: £1169.00 to be paid to the Landlord on the signing of this Agreement with no interest payable

Fixtures & Fittings: The Tenancy shall include the Fixtures & Fittings in the Property including all matters specified in the Inventory.

The Landlord agrees to let the Property and the Tenant agrees to take the Property for the term and at the rent stated in the Particulars. The Terms and Conditions printed below within this Agreement apply to this letting. The Tenant hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all Tenants and accept the Terms and Conditions, which have been read and understood.

The Tenant's Obligations

Rent and Other Charges

1.1 To pay cleared funds for the deposit and first month's rent in advance and to have a payment method in place and approved by the Landlord before moving in to the Property.

1.2 To make rent payment termly (unless otherwise agreed) by way of cheque or standing order to reach the Landlord's account by the beginning of each period; and to pay to the terms given under the Particulars of this Agreement whether formally demanded or not. Rent payment must be made on time, in full, and without any deduction, set-off or counterclaim.

1.3 In the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, the Tenant agrees to pay interest at the rate of 4% above the Base Lending Rate of RBS (such interest to be calculated on a daily basis) until payment is actually made.

1.4 The Tenant agrees that any payments received from a third party in respect of the rent will be deemed to be payment for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Property to that third party whatsoever.

1.5 To pay the reasonable costs and expenses (including Solicitor's and legal costs) incurred by the Landlord in connection with any contact made, notice served or letters sent requiring the Tenant to remedy a breach of their Tenancy obligations at a minimum cost of £20 per item sent, not excluding other reasonable costs that may also occur due to the Tenant's breach. This includes any late rent payment requests. An Item includes letters, emails, visits and any other notices sent by the Landlord to the Tenant. Phone calls and SMS text messages are charged at £2 per Item sent by the Landlord to the Tenant.

1.6 To pay the cost of any bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bank at the rate of £12; and to pay a £12 late payment fee for each month that rent is overdue.

1.7 To pay to the Landlord all other reasonable costs and expenses incurred by the Landlord to recover any outstanding monies due by the Tenant. This includes recovering or attempting to recover any rent or other monies in arrears; the enforcement of any obligation of the Tenant under this Agreement; the cost any third party debt collection agent at the rate of an additional 20% of the total debt; and the service of any notice, apart from any Notice service under section 8 of the Housing Act 1988 relating to any breach of this Agreement whether or not court proceedings are brought.

1.8 To pay the reasonable costs and expenses incurred by the Landlord in connection with any breach whatsoever of this Agreement.

1.9 To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force: electricity, water, council tax, telecommunications services. To arrange for such services to be transferred to the Tenant's name on the signing of this Agreement. In respect of electricity, to provide to the Utility Companies the readings given to the Tenant by the Landlord.

1.10 Where the Landlord has confirmed that energy bills are paid for by the Landlord by way of referring to this clause in the Additional Provisions section of this Agreement, energy bills are paid up to the value of 5 units per day per person listed on this Agreement. The Tenant agrees to pay for any energy usage over and above this value and agrees to indemnify the Landlord if payments are made by the Landlord to the energy provider. The Tenant agrees to pay any monies due to the Landlord, whether formally demanded or not, within 10 days of request by the Landlord.

1.11 To accept liability for any charges, penalties or losses arising due to non-payment of bills. This shall include losses due to card meters being installed or conventional meters removed.

1.12 Where there is the presence of a landlord meter at the Property the Tenant agrees to liaise with the Landlord and/or Tenant in the building's other Properties when calculating and paying for electricity usage charges.

1.13 To pay for the replacement or repair of any fixtures, fittings, furniture and effects that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items.

1.14 To pay for the television licence regardless of who owns the television set.

1.15 To pay the reasonable costs and expenses, including legal, incurred whatsoever as a result of any breaches by the Tenant of his obligations under this Agreement.

Use, Repair, Maintenance and Cleaning of the Property

1.16 To take care to keep the interior of the Property, including any fixtures, fittings, decorative order and condition, furniture and effects listed on any inventory, in good repair and condition throughout the Term, and to safeguard them from destruction or damage.

1.17 To use the Property in a reasonable manner and to take reasonable care of the Property including any fixtures and fittings and to keep the Property and any fixtures and fittings in a clean and tidy condition throughout the term. To deliver the Property and the fixtures and fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations.

1.18 To take responsibility for checking the Inventory at the start of the Tenancy and returning any amendments to the Landlord within 7 days of check-in.

1.19 To replace all cracked or broken glass at the Property during the Tenancy with the same quality glass as soon as reasonably possible; to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary; to pay for the reasonable professional washing and cleaning of all curtains, linens, counterpanes, carpets, upholstery and similar articles that have been soiled during the Tenancy, and for all upholstery and carpets to be professionally cleaned prior to the determination of the Tenancy; to keep the drains free from obstruction; to keep all electrical appliances and apparatus in good working order during the Tenancy; to notify the Landlord immediately in writing of any damage, destruction or loss that may happen at the Property or to the contents or effects whether by fire or for whatsoever reason; to keep all fire exits clear of obstruction and if any obstruction is not removed when its removal is requested by the Landlord, the Landlord may remove the item to storage and the Tenant must indemnify the Landlord for any costs incurred.

1.20 To notify the Landlord immediately should any repairs become necessary for which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except on the written request of the Landlord, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. The Tenant shall take all necessary precautions to avoid aggravating any damage until the Landlord has organised repairs. The Tenant shall not withhold any rent payment or other charges due at on the Property while repairs are being organised.

1.21 Not to misuse the out-of-hours emergency telephone numbers provided by the Landlord. If the Tenant misuses this service (i.e. not a genuine emergency as determined by the Landlord) the Tenant will be charged a minimum of £30 and will be liable for all reasonable costs and expenses incurred as a result.

1.22 Not to move fittings or furniture that could cause harm to Tenants, occupiers or other persons visiting the Property.

1.23 To take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

1.24 Not to carry out any redecoration at the said Property or any part of the Property without the previous consent in writing of the Landlord and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration of the Tenancy.

1.25 Not to make any alteration or additions to the Property without the prior written approval of the Landlord, such approval will not be unreasonably withheld. Not to cut, maim or puncture or injure any of the walls, partitions or timbers of the same with the Landlord's prior written consent (not be unreasonably withheld).Not to change locks or alarm codes. Any such alterations shall be considered a breach of this Tenancy; not to permit any waste, spoil or destruction to the Property.

1.26 To clean or have cleaned both internally and externally (or to compensate the landlord in damages for his loss) all reasonably accessible windows of the Property as necessary during the Tenancy, and within one month prior to the end of the Tenancy.

1.27 To test at regular intervals any battery operated smoke alarms fitted in the Property and to replace any battery in any alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.

1.28 Not to place any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Property or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage as required by the Landlord; not to fix any items to the walls of the Property either internally or externally using glue, nails, picture hooks, blu-tack or sticky tape without prior written consent, such consent not to be unreasonably withheld.

1.29 Whenever the Property is left empty and unattended, the Tenant agrees to fasten securely all dead locks or other locks fitted to doors and windows permitted access to the Property. In breaching this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord; The Tenant agrees not to leave the Property vacant or unoccupied for a period in excess of 7 consecutive days without first giving written notice to the Landlord of his intention to do so, and before doing so the Tenant will take adequate steps to ensure the Property is protected

against the risk of damage by frost, by either draining down all water supplies in or serving the Property and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Property is vacant.

1.30 To keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters down pipes and gullies on or serving the Property and to indemnify the Landlord for any damage cause by any breach of this stipulation; the Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; the Tenant agrees that during winter months to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.

1.31 Not to use the Property for any illegal, improper or immoral use or use or consume in or about the Property any prohibited or controlled substances or of the drugs mentioned in the Misuse of Drugs Act 1971.

1.32 Not to install or change any locks at the Property without the Landlord's prior written consent. If any additional keys are made then the Tenant will delivery all keys to the Landlord at the conclusion of the Tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong. If any lock is installed or change at the Property without the Landlord's prior written consent then the Tenant will immediately remove them and replace them with the same locks if required by the Landlord and to fix a the Tenant's own expense any resulting damage.

1.33 Not to keep any animals, reptiles or birds at the Property without the Landlord's prior consent in writing (consent not to be withheld unreasonably). If the Landlord finds that a Tenant has keep any animal, reptile or bird at the Property then the Tenant agrees to have the Property professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to indemnify the Landlord for any costs due by any breach of this stipulation.

1.34 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance at the Property. In the event of any breach of this stipulation, the Tenant agrees to pay the Landlord for any costs that the Landlord may incur as a result of the Tenant (or the Tenant's guests) smoking at the Property. This includes but is not exclusive to any cleaning and/or redecoration costs, and any damage to the Property's fire alarm system, fire heads, fire panels or smoke alarm systems.

1.35 Not to use or occupy the Property in any way whatsoever other than as a private residence and to inform the Landlord of the identity of all occupants.

1.36 To maintain the property in a clean, hygienic and rubbish free condition for the duration of the tenancy, taking steps to avoid obstruction of fire exits and conditions posing risk of fire or infestation by pests .Should any infestation occur, the Tenant must maintain high standards of cleanliness to help ensure the effectiveness of any treatment the Landlord may carry out. The Landlord may employ a cleaner or pest control company at the expense of the Tenant at any stage if an acceptable condition is not maintained.

1.37 To dispose of rubbish and recycling materials in accordance with the Environmental Protection Act 1990. This includes: to correctly dispose of items into the appropriate rubbish bin or recycling container; to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin (where appropriate); to put bins out for collection on the correct collection date; not to place bins on a public highway; and not to block drains with food and debris. If a drain becomes blocked as a result of food and debris disposal, then the Landlord may issue a charge to the Tenant for cleaning of the drain.

1.38 To keep the front and rear yard (if applicable) of the Property in good condition and repair and properly cultivated. To pay for any cost associated with the provision of rubbish bins at the Property including additional or replacement bins if any bin is lost, stolen damaged or insufficient bins available.

1.39 Not to keep any inflammable or dangerous substances and equipment at the Property; not to keep or use any paraffin heater, liquefied petroleum, gas heater, portable gas heater or halogen heater in the Property, and not store or bring any articles of an especially combustible or inflammable or dangerous nature in to the Property whereby any insurance on the Property may become void or voidable or where the rate of premium may increase.

1.40 Not to alter or modify in any way whatsoever any fixed, or portable (if present), electrical installation at the Property.

1.41 Not to alter or modify in any way whatsoever the vents, controls, timers or settings on any space or water heating system provided at the Property.

1.42 To make good, or pay for, (or to compensate the Landlord in damages for his loss) any failure by the Tenant to comply with the obligations set out in this section of this Part of the Tenancy. If made good, this must be to the satisfaction of the Landlord as specified in writing.

1.43 Not to do anything at the Property that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Property or any adjoining or neighbouring Properties or occupiers. Not hold or conduct any social gathering at the Property or play any musical instrument or use any stereo, radio or television or other

musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Property or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent Property. This applies particularly at night after 10.30pm.

1.44 To follow any advice and guidance given by the Landlord and its Maintenance Team, whether written or verbal, in respect of residing at, use and misuse of the Property. This includes information given in the Tenant Information Guide and any other guides, letters, emails or other correspondence sent to the Tenant during the Tenancy. If advice is not followed the Tenant agrees to pay to the Landlord all reasonable costs, charges and expenses incurred by the Landlord as a result of the Tenant not following such advice. This advice includes but is not exclusive to pest control, security, drying clothes and condensation, fire safety procedures, noise, cleanliness, disposal of items down toilets, misuse and care of appliances, misuse of fire alarm and detection system including smoke-heads and fire equipment, internet equipment, and any breach of the Tenant's Obligations in this Tenancy.

1.45 To take extra care with any toilets or saniflo toilet systems located in all basement bedrooms at the Property. To dispose only of toilet tissue down the system and refrain from disposing of any other item whatsoever. To use only domestic disinfectants when cleaning the system.

1.46 To agree that any items left in a building's communal areas (porch/hallway) during the Tenancy shall be deemed surplus to requirements and agree that the Landlord may remove and dispose of such items at any time.

1.47 On vacating the Property, to clean the Property including all bedrooms and communal areas. This includes but is not exclusive to floors, appliances, windows, removing marks off walls, defrosting the fridge/freezer, disposing of food, bedding and rubbish. To remove all personal belongings from the Property and yard and put all rubbish into rubbish bins. If additional rubbish or bags are left outside rubbish bins to pay for their disposal. To leave original furniture and fittings in their original place, and if you have carried out any decoration to ensure all rooms are restored to their original colour and condition. Not to leave any Tenant's own furniture in the Property. To agree that any items left at the Property after the Expiration date will be deemed surplus to requirements and the Landlord may remove and dispose of such items. To pay the all of the Landlord's reasonable costs and expenses as a result of any breaches of this clause.

Access and Inspection

1.48 In order to maintain the Property in good repairing order at all material times the Tenant agrees to allow the landlord to inspect the Property every two months from the date of the commencement of this Agreement under s11 of the Landlord & Tenant Act 1985. The Landlord will give the Tenant 24 hours notice of his intention to enter the Property and, by signing this Agreement, the Tenant gives permission for the landlord to enter in his/her absence to inspect the Property and ascertain the state of repair and to carry out, if any, the repairs and maintenance.

1.49To allow the Landlord access to the Property to carry out any essential repairs and maintenance without notice. When the Tenant reports a repair or maintenance request to the Landlord they hereby give permission for the Landlord to access the Property as required to ascertain the state of repair and maintenance required and carry out, if any, any works required.

1.50 In case of any emergency, to allow the Landlord or anyone with the Landlord's permission to enter the Property at anytime of the day and night.

1.51 To allow the Property to be viewed at all reasonable times by prior notice given by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective Tenant or purchaser the Property for re-letting or selling of the Property, provided the Landlord has given notice of entry (except in an emergency or exceptional circumstance). Notice is deemed served if sent to the Tenant (one or more household members) by email, letter, sms text message. In cases where a room becomes vacant during the Tenancy and the Tenant does not cover the cost of the vacant room, to allow accompanied access to the Property without notice.

Insurance

1.52 Not to do anything that may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.

1.53 To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with any clause of this Agreement.

1.54 To inform the Landlord within a reasonable time of the Tenant becoming aware of any loss or damage to the Property or Fixtures & Fittings.

1.55 To provide the Landlord with details of any loss or damage notified within a reasonable time of the Tenant becoming aware of any loss of damage has occurred.

1.56 The Tenant is strongly advised to insure his belongings with a reputable insurer, including insurance for accidental damage, caused by the Tenant during the Tenancy to the Premises or the Fixtures and Fittings. To avoid any doubt between the Parties, the Tenant is warned that his belongings are not covered by the Landlord's Insurance Policy.

Assignment

1.57 Not to assign, sublet, charge or part with or share possession or occupation of the Property with any other person without the prior written consent of the Landlord, which shall not be unreasonable withheld. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.

1.58 Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant on this Agreement and any permitted children to occupy or reside in the Property up to a maximum of 1 including children unless the Landlord has given written consent, which shall not be unreasonably withheld.

General

1.59To declare any conviction, whether spent or current, to the Landlord.

1.60 Only with the Landlord's expressed written permission is the Tenant permitted to change the supplier of electricity and the Tenant shall not do anything to cause disconnection of the utility services or telephone service to the Property.

1.61 Not to supply the Landlord's or Agent's contact details to any third party without specific consent. Police, Fire and Local Authority accepted.

1.62 When the Tenancy comes to an end, to remove all of the Tenant's goods belonging to him or of the Tenant's household prior to the termination of this Agreement. If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Property at the time of the expiration or sooner of the tenancy, the Tenant agrees to pay the landlord damages at a rate equal to the daily rent payable for the Property until the Tenant has removed all such goods, and to pay to the Landlord any additional reasonable expenses incurred by the Landlord as a result of a breach of this stipulation. The Tenant will remain liable for the rent and utility charges at the Property until such time as the Property has been returned to the Landlord without further hindrance by the Tenant or any other occupier at the Property.

1.63 The Tenant agrees that any personal items left behind at the end of the Tenancy after the Tenant has vacated the Property shall be considered abandoned if they have not been removed at the end of the Tenancy. After this period the Landlord may remove or dispose of the items as he sees fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the deposit held, and the Tenant shall remain liable for any balance.

1.64 To return keys of the Property to the Landlord's office on or before the end of the Expiration date of this Agreement. To pay for any reasonable charges, costs and expenses incurred by the Landlord in securing the Property against re-entry or providing keys to future Tenants where the keys have not been returned by the Expiration Date. The minimum cost of a late key return is £50 per key plus any other costs incurred by the Landlord as a result of this breach and any costs stated in clause 1.62 of this Agreement.

1.65 To leave the Landlord's contents and effects at the end of the Tenancy in the same places in which they were positioned at the commencement of the tenancy.

1.66 As soon as is reasonably practicable just before or immediately after the end of the Tenancy to provide to the Landlord a forwarding or correspondence address. The Landlord may use this address for forwarding any correspondence, including utility bills, to the Tenant.

1.67 To indemnify the Landlord and/or his agent against personal injury to the Tenant/s and damage to their possessions or their visitor/s or guests at any time, it shall be the duty of the Tenant to make sure that he/she take out appropriate insurance cover for personal injuries and contents insurance naming the Landlord as an interested person on the policy and shall not make any claim against the Landlords' insurance for any damage to his person or personal effects.

1.68 Where the Landlord is entitled to do anything at the cost or expense of the Tenant the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the deposit.

1.69 To forward all correspondence that arrives at the Property but is addressed to the Landlord on to the Landlord's address or to inform the Landlord that is ready for collection from the Property.

2 The Landlord's Obligations

2.1 The Landlord agrees that, providing the Tenant does not breach any of his obligations in this Agreement, the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

2.2 To insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

2.3 To keep in repair: the structure and exterior of the Property (including drains, gutters and external pipes); the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and the installation at the Property for space and water heating. The Landlord

will not accept responsibility for charges incurred by the Tenant for the repair of these items.

2.4 The Landlord will not be required to: carry out works for which the Tenant is responsible by virtue of his/her duty to use the Property in a Tenant-like manner; reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to any deliberate damage or destruction by the Tenant; rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

3 Ending this Agreement

3.1 The Tenant cannot normally end this Agreement before the end of the Term. However, if the Tenant can find a suitable alternative Tenant, and provided this alternative Tenant is acceptable to the Landlord the Tenant may give notice to end the Tenancy on a date at least one month from the date that such approval is given by the Landlord. An administration charge of £40 applies which the Tenant must pay. On the expiry of such notice and provided any outstanding charges on the account of the Tenant have been settled, the tenancy shall end. In circumstances where charges have been incurred by the Landlord, the tenancy shall end provided that the Tenant pays to the Landlord expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative Tenant. This same clause applies if the Tenant is joint and wholly liable with other person(s) and one of these persons wishes to end his share of the Tenancy. In these cases, written permission from all remaining persons listed as Tenants in the form of a Deed of Assignment must be given as well as that of the Landlord. The administration charge is applied to each change of household member. The outgoing and remaining Tenant(s) accept that if no suitable replacement is found all Tenant(s) remain joint and wholly liable for all terms and conditions under this Agreement. If a Deed of Assignment is carried out on the Tenancy, it is the Tenant's responsibility to inform any Guarantor party to this Tenancy about the Deed of Assignment.

3.2 With agreement from the Landlord, the Tenant may be permitted to stay on after the end of the fixed Term. In such instances, the Tenancy may continue but will run from month to month (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's notice to the Landlord.

3.3 With the Landlord's prior consent, the Tenant may be permitted to sign up for a new tenancy on the full Property at the end of the fixed Term.

3.4 Forfeiture: If at any time any part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not); there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or; any of the grounds which relate to breach of any obligation by a Tenant contained in the Housing Act 1988 Schedule 2 as amended by the Housing Act 1996 apply, then the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

4 The Deposit

4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his possession monies in respect of the Deposit.

4.2 The Landlord acknowledges that the deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the Housing Act 2004. Subject thereto the Landlord shall have right to claim against the deposit for: any damage, or compensation for damage, to the Property, its fixtures or fittings or for missing items for which the Tenant may be liable, the fair costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Property, its fixtures and fittings, and any additional charges made by the Landlord relating thereto or by legal advisers; any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the Property for which the Tenant is liable; any rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.

4.3 Details of the Tenancy Deposit Scheme to which the Landlord subscribes is My Deposits receipt whereof the Tenant hereby acknowledges.

4.4 The Deposit will be refunded to the Tenant when this Agreement ends and the Tenant leaves the Property, as long as the Tenant has kept to all the agreements and conditions and has paid all rent, bills, rates and any other charges due on the Property. If they do not do so, the Landlord may take from the Tenant's deposit any rent owed

to the Landlord, or other money legally owed to the Landlord, reasonable compensation if they have broken any of the agreements, or the reasonable cost of making good any damage to the Property or its items which is not caused by fair wear and tear. The Landlord is entitled to keep the deposit until the Tenant has produced satisfactory proof that they have paid for the utility bills (electricity, gas, water, phone) and council tax for the Property. If they fail to do so, the Landlord may choose to pay any charges the Tenant owes from their deposit.

4.5 If the Tenant fails to attend any inspection that they have been invited to by the Landlord, the Tenant agrees to any damages and charges identified on inspection and accepts that these will be deducted from the Deposit held.

4.6 Under no circumstances may the Tenant treat any deposit payment as rent.

4.7 The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, or to Utilities/Services companies in respect of outstanding bill payments, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under this Agreement.

4.8 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

5 Other Provisions

5.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord above.

5.2 Any notices or other documents shall be deemed served on the Tenant by either being left at the Property in the presence of a witness or sent to the Tenant at the Property by ordinary first class post. Any notices for viewings on the Property shall be deemed served if delivered to any one or more Tenants by telephone call, email, letter or SMS text message on the day of being served.

5.3 Information provided under the performance of this Agreement and on the Tenant Application Form may be shared with other agents, credit and referencing agencies, local authorities, utility and water companies, housing benefit departments, debtor and tracing agents and alike, any household member listed on this Agreement and their respective guarantor, and mortgage lenders.

5.4 Where an internet service is available at the Property, the Landlord accepts no responsibility or liability for the service or any issues associated with its provision or availability. For technical support, the Tenant is responsible for contacting directly the internet service provider in the first instance. If the Tenant is not satisfied with any internet service available at the property the Tenant agrees to arrange for their own internet service provider at their own expense and time. If the Landlord provides any advice or guidance in respect of an internet service available the Tenant agrees to adhere to such advice and will be responsible for any reasonable costs and expenses incurred by the Landlord if not adhered to. Any internet service available at the Property is not part of this Agreement.

5.5 Where an internet service is available at the Property, the Tenant must not carry out any illegal activity using the internet connection and liability for any online activity lies wholly with the Tenant.

5.6 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Property, which may reasonably affect the Property, the Tenant will as soon as is reasonably practical after receipt send such notices and or document to the Landlord.

5.7 For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.

5.8 The Landlord shall be entitled to have and retain keys for all the doors to the Property and shall be entitled to use these to enter the Property to carry out viewings for prospective Tenants, any maintenance repairs and for use in any emergency.

5.9 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).

5.10 Where the context so admits: The 'Landlord' includes the persons from time to time entitled to receive the Rent; The 'Tenant' includes any persons deriving title under the Tenant; The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property; All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow to permit the breach of that obligation; All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

6 Guarantor

If there is a guarantor he guarantees that the Tenant will keep to his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any amount that the Tenant owes.

Additional Provisions if any:

See clause 1.10

Signed by the Landlord(s): [redacted]

Signed by the Tenant(s):

[redacted] Adams
[redacted]

[redacted] Fowles

[redacted]

[redacted] Dikinson
[redacted]

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement creates an Assured Shorthold Tenancy as defined by the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Landlord will be entitled to recover possession of the Property in accordance with the provisions of Section 21 of the Housing Act 1988 (1996) by serving upon the Tenant at least two months notice in writing. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.

PARTICULARS:

This Agreement is made on the 04th February 2014

Landlord's Name: Beech Properties

Address: 139 Acomb St, Manchester, M14 4DF
(Address for service under Section 47 & 48 of the Landlord and Tenant Act 1988)

Tenant Name(s):

[redacted] Foley
[redacted] Shaw
[redacted] King

The Property: 36 Carlton Avenue Manchester M14 7WJ

Fixed Term for a Period of: 12 Months

The Term: The Tenancy will be for a term from and including the 20th day of June 2014 ("the Commencement Date") to and including the 19th day of June 2015 (the Expiration Date").

Rent: **£1041.00** per calendar month in advance commencing from 20th day of June 2014 and payable termly in advance to reach the Landlord no later than the beginning of each period.

Deposit: **£1041.00** to be paid to the Landlord on the signing of this Agreement with no interest payable

Fixtures & Fittings: The Tenancy shall include the Fixtures & Fittings in the Property including all matters specified in the Inventory.

The Landlord agrees to let the Property and the Tenant agrees to take the Property for the term and at the rent stated in the Particulars. The Terms and Conditions printed below within this Agreement apply to this letting. The Tenant hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all Tenants and accept the Terms and Conditions, which have been read and understood.

The Tenant's Obligations

Rent and Other Charges

1.1 To pay cleared funds for the deposit and first month's rent in advance and to have a payment method in place and approved by the Landlord before moving in to the Property.

1.2 To make rent payment termly (unless otherwise agreed) by way of cheque or standing order to reach the Landlord's account by the beginning of each period; and to pay to the terms given under the Particulars of this Agreement whether formally demanded or not. Rent payment must be made on time, in full, and without any deduction, set-off or counterclaim.

1.3 In the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, the Tenant agrees to pay interest at the rate of 4% above the Base Lending Rate of RBS (such interest to be calculated on a daily basis) until payment is actually made.

1.4 The Tenant agrees that any payments received from a third party in respect of the rent will be deemed to be payment for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Property to that third party whatsoever.

1.5 To pay the reasonable costs and expenses (including Solicitor's and legal costs) incurred by the Landlord in connection with any contact made, notice served or letters sent requiring the Tenant to remedy a breach of their Tenancy obligations at a minimum cost of £20 per item sent, not excluding other reasonable costs that may also occur due to the Tenant's breach. This includes any late rent payment requests. An Item includes letters, emails, visits and any other notices sent by the Landlord to the Tenant. Phone calls and SMS text messages are charged at £2 per Item sent by the Landlord to the Tenant.

1.6 To pay the cost of any bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bank at the rate of £12; and to pay a £12 late payment fee for each month that rent is overdue.

1.7 To pay to the Landlord all other reasonable costs and expenses incurred by the Landlord to recover any outstanding monies due by the Tenant. This includes recovering or attempting to recover any rent or other monies in arrears; the enforcement of any obligation of the Tenant under this Agreement; the cost any third party debt collection agent at the rate of an additional 20% of the total debt; and the service of any notice, apart from any Notice service under section 8 of the Housing Act 1988 relating to any breach of this Agreement whether or not court proceedings are brought.

1.8 To pay the reasonable costs and expenses incurred by the Landlord in connection with any breach whatsoever of this Agreement.

1.9 To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force: electricity, water, council tax, telecommunications services. To arrange for such services to be transferred to the Tenant's name on the signing of this Agreement. In respect of electricity, to provide to the Utility Companies the readings given to the Tenant by the Landlord.

1.10 Where the Landlord has confirmed that energy bills are paid for by the Landlord by way of referring to this clause in the Additional Provisions section of this Agreement, energy bills are paid up to the value of 5 units per day per person listed on this Agreement. The Tenant agrees to pay for any energy usage over and above this value and agrees to indemnify the Landlord if payments are made by the Landlord to the energy provider. The Tenant agrees to pay any monies due to the Landlord, whether formally demanded or not, within 10 days of request by the Landlord.

1.11 To accept liability for any charges, penalties or losses arising due to non-payment of bills. This shall include losses due to card meters being installed or conventional meters removed.

1.12 Where there is the presence of a landlord meter at the Property the Tenant agrees to liaise with the Landlord and/or Tenant in the building's other Properties when calculating and paying for electricity usage charges.

1.13 To pay for the replacement or repair of any fixtures, fittings, furniture and effects that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items.

1.14 To pay for the television licence regardless of who owns the television set.

1.15 To pay the reasonable costs and expenses, including legal, incurred whatsoever as a result of any breaches by the Tenant of his obligations under this Agreement.

Use, Repair, Maintenance and Cleaning of the Property

1.16 To take care to keep the interior of the Property, including any fixtures, fittings, decorative order and condition, furniture and effects listed on any inventory, in good repair and condition throughout the Term, and to safeguard them from destruction or damage.

1.17 To use the Property in a reasonable manner and to take reasonable care of the Property including any fixtures and fittings and to keep the Property and any fixtures and fittings in a clean and tidy condition throughout the term. To deliver the Property and the fixtures and fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations.

1.18 To take responsibility for checking the Inventory at the start of the Tenancy and returning any amendments to the Landlord within 7 days of check-in.

1.19 To replace all cracked or broken glass at the Property during the Tenancy with the same quality glass as soon as reasonably possible; to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary; to pay for the reasonable professional washing and cleaning of all curtains, linens, counterpanes, carpets, upholstery and similar articles that have been soiled during the Tenancy, and for all upholstery and carpets to be professionally cleaned prior to the determination of the Tenancy; to keep the drains free from obstruction; to keep all electrical appliances and apparatus in good working order during the Tenancy; to notify the Landlord immediately in writing of any damage, destruction or loss that may happen at the Property or to the contents or effects whether by fire or for whatsoever reason; to keep all fire exits clear of obstruction and if any obstruction is not removed when its removal is requested by the Landlord, the Landlord may remove the item to storage and the Tenant must indemnify the Landlord for any costs incurred.

1.20 To notify the Landlord immediately should any repairs become necessary for which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except on the written request of the Landlord, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. The Tenant shall take all necessary precautions to avoid aggravating any damage until the Landlord has organised repairs. The Tenant shall not withhold any rent payment or other charges due at on the Property while repairs are being organised.

1.21 Not to misuse the out-of-hours emergency telephone numbers provided by the Landlord. If the Tenant misuses this service (i.e. not a genuine emergency as determined by the Landlord) the Tenant will be charged a minimum of £30 and will be liable for all reasonable costs and expenses incurred as a result.

1.22 Not to move fittings or furniture that could cause harm to Tenants, occupiers or other persons visiting the Property.

1.23 To take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

1.24 Not to carry out any redecoration at the said Property or any part of the Property without the previous consent in writing of the Landlord and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration of the Tenancy.

1.25 Not to make any alteration or additions to the Property without the prior written approval of the Landlord, such approval will not be unreasonably withheld. Not to cut, maim or puncture or injure any of the walls, partitions or timbers of the same with the Landlord's prior written consent (not be unreasonably withheld). Not to change locks or alarm codes. Any such alterations shall be considered a breach of this Tenancy; not to permit any waste, spoil or destruction to the Property.

1.26 To clean or have cleaned both internally and externally (or to compensate the landlord in damages for his loss) all reasonably accessible windows of the Property as necessary during the Tenancy, and within one month prior to the end of the Tenancy.

1.27 To test at regular intervals any battery operated smoke alarms fitted in the Property and to replace any battery in any alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.

1.28 Not to place any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Property or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage as required by the Landlord; not to fix any items to the walls of the Property either internally or externally using glue, nails, picture hooks, blu-tack or sticky tape without prior written consent, such consent not to be unreasonably withheld.

1.29 Whenever the Property is left empty and unattended, the Tenant agrees to fasten securely all dead locks or other locks fitted to doors and windows permitted access to the Property. In breaching this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord; The Tenant agrees not to leave the Property vacant or unoccupied for a period in excess of 7 consecutive days without first giving written notice to the Landlord of his intention to do so, and before doing so the Tenant will take adequate steps to ensure the Property is protected

against the risk of damage by frost, by either draining down all water supplies in or serving the Property and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Property is vacant.

1.30 To keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters down pipes and gullies on or serving the Property and to indemnify the Landlord for any damage cause by any breach of this stipulation; the Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; the Tenant agrees that during winter months to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property; The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.

1.31 Not to use the Property for any illegal, improper or immoral use or use or consume in or about the Property any prohibited or controlled substances or of the drugs mentioned in the Misuse of Drugs Act 1971.

1.32 Not to install or change any locks at the Property without the Landlord's prior written consent. If any additional keys are made then the Tenant will delivery all keys to the Landlord at the conclusion of the Tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong. If any lock is installed or change at the Property without the Landlord's prior written consent then the Tenant will immediately remove them and replace them with the same locks if required by the Landlord and to fix a the Tenant's own expense any resulting damage.

1.33 Not to keep any animals, reptiles or birds at the Property without the Landlord's prior consent in writing (consent not to be withheld unreasonably). If the Landlord finds that a Tenant has keep any animal, reptile or bird at the Property then the Tenant agrees to have the Property professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to indemnify the Landlord for any costs due by any breach of this stipulation.

1.34 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance at the Property. In the event of any breach of this stipulation, the Tenant agrees to pay the Landlord for any costs that the Landlord may incur as a result of the Tenant (or the Tenant's guests) smoking at the Property. This includes but is not exclusive to any cleaning and/or redecoration costs, and any damage to the Property's fire alarm system, fire heads, fire panels or smoke alarm systems.

1.35 Not to use or occupy the Property in any way whatsoever other than as a private residence and to inform the Landlord of the identity of all occupants.

1.36 To maintain the property in a clean, hygienic and rubbish free condition for the duration of the tenancy, taking steps to avoid obstruction of fire exits and conditions posing risk of fire or infestation by pests .Should any infestation occur, the Tenant must maintain high standards of cleanliness to help ensure the effectiveness of any treatment the Landlord may carry out. The Landlord may employ a cleaner or pest control company at the expense of the Tenant at any stage if an acceptable condition is not maintained.

1.37 To dispose of rubbish and recycling materials in accordance with the Environmental Protection Act 1990. This includes: to correctly dispose of items into the appropriate rubbish bin or recycling container; to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin (where appropriate); to put bins out for collection on the correct collection date; not to place bins on a public highway; and not to block drains with food and debris. If a drain becomes blocked as a result of food and debris disposal, then the Landlord may issue a charge to the Tenant for cleaning of the drain.

1.38 To keep the front and rear yard (if applicable) of the Property in good condition and repair and properly cultivated. To pay for any cost associated with the provision of rubbish bins at the Property including additional or replacement bins if any bin is lost, stolen damaged or insufficient bins available.

1.39 Not to keep any inflammable or dangerous substances and equipment at the Property; not to keep or use any paraffin heater, liquefied petroleum, gas heater, portable gas heater or halogen heater in the Property, and not store or bring any articles of an especially combustible or inflammable or dangerous nature in to the Property whereby any insurance on the Property may become void or voidable or where the rate of premium may increase.

1.40 Not to alter or modify in any way whatsoever any fixed, or portable (if present), electrical installation at the Property.

1.41 Not to alter or modify in any way whatsoever the vents, controls, timers or settings on any space or water heating system provided at the Property.

1.42 To make good, or pay for, (or to compensate the Landlord in damages for his loss) any failure by the Tenant to comply with the obligations set out in this section of this Part of the Tenancy. If made good, this must be to the satisfaction of the Landlord as specified in writing.

1.43 Not to do anything at the Property that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Property or any adjoining or neighbouring Properties or occupiers. Not hold or conduct any social gathering at the Property or play any musical instrument or use any stereo, radio or television or other

musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Property or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent Property. This applies particularly at night after 10.30pm.

1.44 To follow any advice and guidance given by the Landlord and its Maintenance Team, whether written or verbal, in respect of residing at, use and misuse of the Property. This includes information given in the Tenant Information Guide and any other guides, letters, emails or other correspondence sent to the Tenant during the Tenancy. If advice is not followed the Tenant agrees to pay to the Landlord all reasonable costs, charges and expenses incurred by the Landlord as a result of the Tenant not following such advice. This advice includes but is not exclusive to pest control, security, drying clothes and condensation, fire safety procedures, noise, cleanliness, disposal of items down toilets, misuse and care of appliances, misuse of fire alarm and detection system including smoke-heads and fire equipment, internet equipment, and any breach of the Tenant's Obligations in this Tenancy.

1.45 To take extra care with any toilets or saniflo toilet systems located in all basement bedrooms at the Property. To dispose only of toilet tissue down the system and refrain from disposing of any other item whatsoever. To use only domestic disinfectants when cleaning the system.

1.46 To agree that any items left in a building's communal areas (porch/hallway) during the Tenancy shall be deemed surplus to requirements and agree that the Landlord may remove and dispose of such items at any time.

1.47 On vacating the Property, to clean the Property including all bedrooms and communal areas. This includes but is not exclusive to floors, appliances, windows, removing marks off walls, defrosting the fridge/freezer, disposing of food, bedding and rubbish. To remove all personal belongings from the Property and yard and put all rubbish into rubbish bins. If additional rubbish or bags are left outside rubbish bins to pay for their disposal. To leave original furniture and fittings in their original place, and if you have carried out any decoration to ensure all rooms are restored to their original colour and condition. Not to leave any Tenant's own furniture in the Property. To agree that any items left at the Property after the Expiration date will be deemed surplus to requirements and the Landlord may remove and dispose of such items. To pay the all of the Landlord's reasonable costs and expenses as a result of any breaches of this clause.

Access and Inspection

1.48 In order to maintain the Property in good repairing order at all material times the Tenant agrees to allow the landlord to inspect the Property every two months from the date of the commencement of this Agreement under s11 of the Landlord & Tenant Act 1985. The Landlord will give the Tenant 24 hours notice of his intention to enter the Property and, by signing this Agreement, the Tenant gives permission for the landlord to enter in his/her absence to inspect the Property and ascertain the state of repair and to carry out, if any, the repairs and maintenance.

1.49To allow the Landlord access to the Property to carry out any essential repairs and maintenance without notice. When the Tenant reports a repair or maintenance request to the Landlord they hereby give permission for the Landlord to access the Property as required to ascertain the state of repair and maintenance required and carry out, if any, any works required.

1.50 In case of any emergency, to allow the Landlord or anyone with the Landlord's permission to enter the Property at anytime of the day and night.

1.51 To allow the Property to be viewed at all reasonable times by prior notice given by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective Tenant or purchaser the Property for re-letting or selling of the Property, provided the Landlord has given notice of entry (except in an emergency or exceptional circumstance). Notice is deemed served if sent to the Tenant (one or more household members) by email, letter, sms text message. In cases where a room becomes vacant during the Tenancy and the Tenant does not cover the cost of the vacant room, to allow accompanied access to the Property without notice.

Insurance

1.52 Not to do anything that may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.

1.53 To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with any clause of this Agreement.

1.54 To inform the Landlord within a reasonable time of the Tenant becoming aware of any loss or damage to the Property or Fixtures & Fittings.

1.55 To provide the Landlord with details of any loss or damage notified within a reasonable time of the Tenant becoming aware of any loss of damage has occurred.

1.56 The Tenant is strongly advised to insure his belongings with a reputable insurer, including insurance for accidental damage, caused by the Tenant during the Tenancy to the Premises or the Fixtures and Fittings. To avoid any doubt between the Parties, the Tenant is warned that his belongings are not covered by the Landlord's Insurance Policy.

Assignment

1.57 Not to assign, sublet, charge or part with or share possession or occupation of the Property with any other person without the prior written consent of the Landlord, which shall not be unreasonable withheld. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.

1.58 Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant on this Agreement and any permitted children to occupy or reside in the Property up to a maximum of 1 including children unless the Landlord has given written consent, which shall not be unreasonably withheld.

General

1.59To declare any conviction, whether spent or current, to the Landlord.

1.60 Only with the Landlord's expressed written permission is the Tenant permitted to change the supplier of electricity and the Tenant shall not do anything to cause disconnection of the utility services or telephone service to the Property.

1.61 Not to supply the Landlord's or Agent's contact details to any third party without specific consent. Police, Fire and Local Authority accepted.

1.62 When the Tenancy comes to an end, to remove all of the Tenant's goods belonging to him or of the Tenant's household prior to the termination of this Agreement. If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Property at the time of the expiration or sooner of the tenancy, the Tenant agrees to pay the landlord damages at a rate equal to the daily rent payable for the Property until the Tenant has removed all such goods, and to pay to the Landlord any additional reasonable expenses incurred by the Landlord as a result of a breach of this stipulation. The Tenant will remain liable for the rent and utility charges at the Property until such time as the Property has been returned to the Landlord without further hindrance by the Tenant or any other occupier at the Property.

1.63 The Tenant agrees that any personal items left behind at the end of the Tenancy after the Tenant has vacated the Property shall be considered abandoned if they have not been removed at the end of the Tenancy. After this period the Landlord may remove or dispose of the items as he sees fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the deposit held, and the Tenant shall remain liable for any balance.

1.64 To return keys of the Property to the Landlord's office on or before the end of the Expiration date of this Agreement. To pay for any reasonable charges, costs and expenses incurred by the Landlord in securing the Property against re-entry or providing keys to future Tenants where the keys have not been returned by the Expiration Date. The minimum cost of a late key return is £50 per key plus any other costs incurred by the Landlord as a result of this breach and any costs stated in clause 1.62 of this Agreement.

1.65 To leave the Landlord's contents and effects at the end of the Tenancy in the same places in which they were positioned at the commencement of the tenancy.

1.66 As soon as is reasonably practicable just before or immediately after the end of the Tenancy to provide to the Landlord a forwarding or correspondence address. The Landlord may use this address for forwarding any correspondence, including utility bills, to the Tenant.

1.67 To indemnify the Landlord and/or his agent against personal injury to the Tenant/s and damage to their possessions or their visitor/s or guests at any time, it shall be the duty of the Tenant to make sure that he/she take out appropriate insurance cover for personal injuries and contents insurance naming the Landlord as an interested person on the policy and shall not make any claim against the Landlords' insurance for any damage to his person or personal effects.

1.68 Where the Landlord is entitled to do anything at the cost or expense of the Tenant the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the deposit.

1.69 To forward all correspondence that arrives at the Property but is addressed to the Landlord on to the Landlord's address or to inform the Landlord that is ready for collection from the Property.

2 The Landlord's Obligations

2.1 The Landlord agrees that, providing the Tenant does not breach any of his obligations in this Agreement, the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

2.2 To insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

2.3 To keep in repair: the structure and exterior of the Property (including drains, gutters and external pipes); the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and the installation at the Property for space and water heating. The Landlord