

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

**for a furnished dwelling house**

**This Agreement is subject to any manuscript amendments following negotiation between the Landlord and Tenant in relation to this Property. Such amendments will be signed or initialled by the parties prior to the grant of this tenancy.**

**The Tenant understands that the Landlord will be entitled to recover possession when the Tenancy Period ends.**

## **The Particulars**

**THIS AGREEMENT is made the Thursday, December 19, 2019**

**BETWEEN The Landlord**

**WJH Property Ltd**  
**of 26 Cleveland Road, Lytham, FY8 5JH**

**AND The Tenant**

|                            |
|----------------------------|
| (i) Theodore Wilson-Clarke |
|----------------------------|

**And is made in relation to the Property at:**

**2nd floor bedroom and shared use of communal areas**  
**52 Braemar Road, Fallowfield, Manchester M14 6PS**

### **Term**

**An initial term of 4 months commencing on and including 1st January 2020 to and including 30th April 2020.**

**The tenancy will then continue on a monthly rolling basis until notice of one month is given by either landlord or tenant.**

## **Rent**

The rent payable per **week** is **£110**, or **£17** per **day**. The rent per calendar month is **£476.67**.

Rent is payable monthly in advance, by standing order, as specified on the attached 'payment schedule'.

## **Inclusive services**

The following services are included in the rent:

- Water charges
- Gas
- Electricity
- Television license
- Council tax
- Broadband (wifi)

## **Deposit**

A Deposit of **£300.00** is to be paid in cleared funds on the signing of this Agreement and is held under the terms of an authorised deposit scheme (as per Clause 5 of this Agreement) the details of which will be made available to the Tenant by the Landlord within 30 days of receiving the Deposit.

The attached 'charge list' details potential charges which may be deducted from the deposit.

Cleaning requirements upon leaving are detailed at the end of the tenancy agreement.

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the standard letting terms set out in this Agreement as varied or supplemented by any special letting terms.

### **1. Tenant's Obligations**

The Tenant hereby agrees with the Landlord as follows:

- 1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

### **Rent and Charges**

- 1.2 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.
- 1.3 To pay the Utility, Council Tax (or similar charge which replaces it) and Charges for Services as specified in The Particulars.
- 1.4 To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in:
  - 1.4.1 The recovery from the Tenant of any Rent or any other money which is in arrears.
  - 1.4.2 The enforcement of any of the provisions of this Agreement.
  - 1.4.3 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
  - 1.4.4 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 bankers.

- 1.4.5 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
- 1.4.6 Any other monies owed by the Tenant to the Landlord.
- 1.4.7 Compensation for the breach of any terms of this agreement.
- 1.4.8 Abortive costs incurred by the landlord, whereby the tenant fails to honour an agreed appointment with a contractor.

### **Use of the Property**

- 1.5 To occupy the Property as the Tenant's only or principal home.
- 1.6 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.7 Not to carry on in the Property any trade, profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a Garage or Parking Space is specified in the Particulars) for the storage of a private motor car.
- 1.8 Not to use the Property for any immoral, illegal or improper purposes.
- 1.9 To use the Property carefully and properly and not to damage it.
- 1.10 Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining property.
- 1.11 Not to make any noise or play any radio, television, audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.

- 1.12 Not to change the supplier of the Utilities and Services as specified in The Particulars without the express written permission of the Landlord (which will not be unreasonably withheld). Where the landlord provides any Utility or Service, as specified in The Particulars, the landlord may change supplier during the tenancy. Any disruptions to services included by the landlord caused by the supplier will not be the responsibility of the landlord. Any compensation issued by the supplier to the landlord will be passed on to the tenant, but no further compensation will be provided by the landlord.
- 1.13 Not to tamper, interfere with, alter, or add to, the installation or meters relating to the supply of such Services of the Property. This includes the installation of any pre-payment meter.
- 1.14 Not to bring into the Property any furniture or furnishings and other personal effects that does not meet the required safety standards.
- 1.15 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 1.16 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.17 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 1.18 Not to install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.19 Not to keep any animals, reptiles, insects, rodents or birds at the premises without the express written permission of the Landlord (which will not be unreasonably withheld). If permission is given, the Tenant may be asked to pay an additional amount towards the Deposit.
- 1.20 Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.

- 1.21 Not to bring into the Property any electrical equipment that does not comply with relevant UK electrical regulations.
- 1.22 To take all reasonable precautions (ie maintain a sufficient level of heating within the property) to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.
- 1.23 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.

#### **Leaving the Property Empty**

- 1.24 To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 14 days the Tenant may agree that the Landlord should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage. Upon vacating the property for such a period, all doors and windows must be locked shut and any burglar alarm set.

#### **Condition of the Property**

- 1.25 Unless written comments or amendment are received by the Landlord within 14 days of Tenancy commencement the Tenant acknowledges that the Inventory attached hereto and forming part of this Agreement is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.
- 1.26 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system.
- 1.27 Not to decorate or change the style or colour of the decoration whether it be internal or external, nor to erect any aerial or satellite dish without the express written permission of the Landlord (which will not be unreasonably withheld).

- 1.28 To keep the interior of the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.
- 1.29 Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.30 To clean the windows of the Property (where access is possible) as often as necessary.
- 1.31 To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.
- 1.32 To keep the Garden in the same character; weed free and in good order and to cut the grass at reasonable intervals during the growing season.
- 1.33 To notify the Landlord as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.
- 1.34 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.
- 1.35 To replace any light bulbs, fluorescent tubes, fuses, batteries, vacuum cleaner bags or any other consumable items, promptly and when necessary.

#### **Waste and Refuse**

- 1.36 To keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.
- 1.37 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

#### **Letters and Notices**

- 1.38 To forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.39 To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time period of 28 days.

#### **Access to the Property**

- 1.40 To permit the Landlord or other persons authorised by them at all reasonable times after giving the Tenant notice at least on the day prior (except in an emergency):
  - 1.40.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do.
  - 1.40.2 To enter and view the Property with prospective occupiers throughout the tenancy.
  - 1.40.2 During June, July, August & September, the landlord will endeavor, but may not always be able to give notice on the day prior due to the frequency of visits required in the period to inspect rooms, perform maintenance and administer deposits.

#### **Notice to Repair**

- 1.41 If the Landlord gives the Tenant any written notice to remedy a defect, for which the Tenant is responsible, the Tenant shall carry out the repair within one month of the date of the given notice. If the tenant fails to complete the work within the period of notice, the landlord may enter the property to complete the work, at the tenant's cost.

#### **Key and Alarm Codes**

- 1.42 The Tenant agrees that the Landlord (and Landlords' agents and workmen) shall hold sets of keys and that the Tenant shall not install or change the door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).

- 1.43 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

#### **Tenant's Possessions**

- 1.44 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance affected by the Landlord.

#### **At the End of the Tenancy**

- 1.45 At the end of the Tenancy the Tenant agrees to:
- 1.45.1 Give up the Property with vacant possession.
  - 1.45.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.
  - 1.45.3 Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.
  - 1.45.4 Return any linen, blankets and towels that may be provided, freshly washed and clean.
  - 1.45.5 Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.
- 1.46 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property immediately upon the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. The Landlord can dispose of such goods as they think appropriate with the tenant being responsible for the costs of disposal.
- 1.47 To allow the Landlord to erect 'for sale' or 'to let' signs at the Property throughout the Tenancy.

- 1.48 Where possible, the Tenant should be present during any inspection of the Property upon check out, to be carried out by or on behalf of the Landlord, at a time convenient to the landlord.

### **Reasonable Maintenance**

- 1.49 The tenant agrees to undertake the following routine maintenance tasks as and when they become due:

- 1.49.1 Defrost the fridge/freezers.
- 1.49.2 Bleed the radiators.
- 1.49.3 Top up pressure on the heating system.
- 1.49.4 Check the Fire and smoke detection system.

### **2. Landlord's Obligations**

The Landlord hereby agrees with the Tenant as follows:

- 2.1 The Landlord shall arrange for the Property and Contents (not the Tenant's possessions) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Agreement.
- 2.2 To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord
- 2.3 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord (notwithstanding Clause 1.40 in this Agreement).
- 2.4 To ensure that gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy.

- 2.5 To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 2.6 To carry out promptly any repairs which are the Landlord's responsibility.

### **3. Interest on Rent Arrears**

- 3.1 The Tenant shall pay interest at the rate of 29.9% (APR) upon any Rent or other monies due under this Agreement which is more than 7 days in arrears in respect of the date from when it became due to the date of payment. Interest will accrue daily.

### **4. Termination**

- 4.1 If there is a breach of any of this Agreement by the Tenant, the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended).
- 4.2 If the Rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the Tenancy shall terminate without prejudice.

### **Landlords Right of Termination**

- 4.3 The Landlord is entitled to terminate this Tenancy for these reasons (including by Service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended), as defined above):
  - 4.3.1 Any installment of rent not received in full within 14 days of day due when the landlord formally demands it, after it has fallen due;
  - 4.3.2 Or if the tenant fails to comply with any of the Tenants Obligations under this agreement;
  - 4.3.3 Or if the Tenant becomes bankrupt;
  - 4.3.4 Or an Interim Receiver of the Property is appointed;

- 4.3.5 Or if the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 3 weeks.

#### **Effect of Termination**

- 4.4 Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.
- 4.5 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months' notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the Fixed Term.
- 4.6 If the Tenancy has become a Statutory Periodic Tenancy it may be terminated by:
- 4.6.1 The Landlord serving the Tenant at least two months' notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a rental period of the Tenancy.
- 4.6.2 The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

#### **5. The Deposit**

- 5.1 If a deposit is taken it will be held and returned under the terms of one of the Tenancy Deposit Schemes detailed below:

##### **Tenancy Deposit Solutions Limited (TDSL) trading as my| deposits**

This is an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

##### **The Deposit Protection Service (The DPS)**

This is known as the Custodial scheme. The scheme shall hold the deposit within the terms of the scheme. The Landlord shall retain any in-

terest earned on monies properly deducted from the Deposit as specified in Clause 5.3 of this Agreement.

**The Tenancy Deposit Scheme run by The Dispute Service Limited (TDS)**

This is an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

- 5.2 The Deposit shall be returned to the Tenant (less any deductions properly made) within 14 days of the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within this Agreement.
- 5.3 Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:
  - 5.3.1 The recovery from the Tenant of any Rent or any other money which is in arrears.
  - 5.3.2 The enforcement of any of the provisions of this Agreement.
  - 5.3.3 Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Property on the due date.
  - 5.3.4 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
  - 5.3.5 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 bankers.
  - 5.3.6 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

- 5.3.7 Any other monies owed by the Tenant to the Landlord.
- 5.3.8 Compensation for the breach of any terms of this agreement.
- 5.4 If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.
- 5.5 The deposit will be protected within 30 days of receipt of the first payment. Where the deposit is not paid as a whole, the total amount of deposit received within the first 25 days following receipt of the first part payment will be protected in the Tenancy Deposit Scheme. All part payments received after that date will incur a £30 fee to cover further deposit protection costs.

## **6. Notices**

- 6.1 The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.
- 6.2 Any Notice served upon the Tenant in accordance with this Agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Property or by sending same by first class post to the Property or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant in the ordinary course of that first class post being delivered.

## **7. Consents**

- 7.1 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

## **8. Data Protection**

- 8.1 The Tenant hereby consents to the Landlord processing any information or personal details on or of the Tenant as defined in the Data Protection Act 2018.

- 8.2 The Tenant agrees that the Landlord may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

**9. Attached to and forming part of this Agreement are copies of:**

- 9.1 Inventory  
9.2 Schedule of fees and charges

**We hereby agree the foregoing**

| Signed by the above<br>named (the Landlord):                                                                     | In the presence<br>of: | Dated |
|------------------------------------------------------------------------------------------------------------------|------------------------|-------|
| <br>Andrew Kelso (Dec 19, 2019) |                        |       |

| Signed by the above<br>named (the Tenant):                                                                              | In the presence<br>of: | Dated |
|-------------------------------------------------------------------------------------------------------------------------|------------------------|-------|
| <br>The Wilson-Clarke (Dec 20, 2019) |                        |       |

## Addendum 1 - Cleaning Requirements

- Vacuum thoroughly. Use the nozzle attachment around the edge of the room.
- Move furniture (especially beds) to vacuum underneath and behind, and re-position the furniture in the room to how it was when you moved in
- Wipe down & polish furniture (don't forget the top of the wardrobe)
- Clean out drawers (vacuum out any bits using the nozzle and wipe if required)
- Clean off any spills, stains or dust from the woodwork, door or radiator.
- Use glass cleaner on the window and mirror

# Andrew Kelso

Tel: 07876 742423

[andy@kelsoproperty.co.uk](mailto:andy@kelsoproperty.co.uk)

26 Cleveland Road

Lytham, Lancs, FY8 5JH

## Payment Calculation

It is your responsibility to ensure payments are made on time. Please check your bank account regularly to ensure your bank has made the payment, and avoid late payment charges. Please message me if you are in any doubt.

### How your monthly payment is calculated...

Your total rent per week, including bills, is

£110.00

*All months contain different number of weeks and days, so to set up a regular monthly payment, we first need to calculate an 'average' month.*

*We do this by working out the total you **would pay** in a **hypothetical** year at full rent*

Rent per annum (weekly rent x 52 weeks)

£5,720.00

*Then divide by the 12 months to give an average amount per month*

Rent per calendar month (annual rent /12 months)

£476.67

## Payment Schedule

| <u>Deposit</u> | <u>Date Due</u> | <u>Amount</u> |
|----------------|-----------------|---------------|
| Deposit        | Now             | £300.00       |

### Payment Schedule

| <u>Payment for</u>                                                                        | <u>Date Due</u> | <u>Amount</u> |         |
|-------------------------------------------------------------------------------------------|-----------------|---------------|---------|
|                                                                                           |                 |               |         |
| Rent payment for                                                                          | January         | 27 Dec 2019   | £476.67 |
| Standing order rent payment for                                                           | February        | 27 Jan 2020   | £476.67 |
| Standing order rent payment for                                                           | March           | 27 Feb 2020   | £476.67 |
| Standing order rent payment for                                                           | April           | 27 Mar 2020   | £476.67 |
| Payments should then continue on a monthly basis until notice is given to end the tenancy |                 |               |         |