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RESIDENTIAL LANDLORDS ASSOCIATION

Crystal Mark 4822
Clarity approved by Plain English Campaign

Assured shorthold tenancy agreement

under part 1 of the Housing Act 1988
as amended under part 3 of the Housing Act 1996

If you need to pay a deposit, we will deal with it under one of the Government-approved schemes.

Date: [a] 1st May 2014

This agreement is between us:

[b] Ruth Peck and Kirstie Rafferty

the landlord or landlords

and you (individually and together):

[c] Alexander Webster, Bethan Kultchar and Kristina Lyons

the tenant or tenants

The rent is: [d] £ 1,170

every:

	(Please tick appropriate box)
calendar month	[e] ✓
4 weeks	[f]
2 weeks	[g]
1 week	[h]

You must pay the rent for the month, weeks or week to come (whichever applies).

The rent must be paid in advance. The first rental payment is for the rental period beginning on the start date specified in A2. After that rent is to be paid on the first day of every rent period which follows while the tenancy lasts.

If there is more than one tenant, each of us agrees to appoint a tenant representative, as set out in paragraph A10. If there is just one tenant, I authorise the tenant to deal with the deposit.

[i] N/A

[j]

If someone is not a tenant but has paid towards the deposit, please tick this box and fill in the boxes below ☐

Names of people paying towards the deposit	Amount paid
[k] N/a	[l]

Except as shown in the boxes above, you confirm to us that no-one who is not a tenant has paid towards the deposit.

A **We let out the property at:**

1 [m] 124 Platt Lane (Flat 2), Manchester, M14 5NN

to you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the list that you and we signed. The amount of rent is shown on the previous page and both you and we must keep to the terms below.

2 You will have the property and the furniture for [n] 10 Months

starting from [o] 1st September 2014 to [p] 30th June 2015

If, at the end of this time, you stay in the property the tenancy will continue as a statutory periodic tenancy. The periods of this tenancy will depend on the periods for which you pay rent. You must give at least four weeks' (or a month if you pay rent monthly) notice to end it. This notice must end on the last day of a tenancy period.

3 This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section-21 notice must give at least two months' notice, in writing. For more information, you should consult a housing advice centre, solicitor or citizens advice bureau who will tell you what this means.

4 We will let the property to you (individually and together) and only you and

[q] N/A

will be allowed to live there.

5 No children are allowed to live in the property without our permission, in writing (which we will not unreasonably withhold).

6 No animals are allowed in the property without our permission, in writing (which we will not unreasonably withhold). We can withdraw this permission if we have a good reason.

7 You have to pay a deposit of [r] £1,350 **. (If none is due insert nil)**

You will not receive interest on the deposit unless it is paid into the Government's custodial tenancy deposit scheme. If it is paid into that scheme, you will receive any interest that may be due under the scheme's terms and conditions.

You will get the deposit back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property. If you do not do so, we may take from your deposit:

- any rent, or other money you owe us which we have told you about and which is unpaid after the end of the tenancy;
- any unpaid utility bills (electricity, gas, water, phone) or similar sums or council tax for the property for which you are responsible;
- reasonable compensation if you have broken any of your agreements, including those relating to cleaning the property or the furniture or fixtures; or
- the reasonable cost of making good or compensating us for any damage to the property or the furniture or fixtures or anything else for which you may be responsible which is not caused by fair wear and tear. This does not include any damage covered by our insurance policy (except for any insurance excess) or any damage resulting from our failure to carry out any repairs for which we are responsible. We will make allowance for the age and condition of any item as at the start of the tenancy.

If we cannot agree any of these amounts, the matter will be decided by the county court unless we can agree on some other way of sorting out the dispute.

8 We will keep the deposit until you have produced satisfactory proof that you have paid for the utility bills (electricity, gas, water and phone) for the property. If you fail to provide proof, we may pay any charges you owe and claim these from you.

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9 You cannot use the deposit to pay rent under this agreement.

10 If there is more than one tenant, we have chosen [s Alexander Webster] to deal with the deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant. That person can be replaced as your representative, by another of the tenants, as long as the majority of you tell us in writing.

11 If you owe rent or any other money you must pay under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by the Royal Bank of Scotland. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.

12 We may keep keys to the property.

13 We may remove, store, sell or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the property at the end of the tenancy. You will be responsible for all reasonable costs which we may have because of this. We are entitled to take the costs and any money you owe us from any money made from selling the furniture or goods.

14 You must pay our administration fee of [t £nil] for entering into this tenancy. (If none is due insert nil)

15 If there is shared access to the property, you are entitled to use the entrance, stairways, halls, landings and so on to the property but we may come into the property if we need to get to other parts of the building in which the property is located.

B **You must do the following.**

1 Pay rent on the days and in the way we have agreed.

2 Pay our reasonable costs for sending reminder letters. These will be [u £25] for each reminder.

3 Pay our reasonable costs for any cheque that does not clear or any unpaid direct debit or debit- or credit-card or standing-order payment. These will be [v £25] each time this happens.

4 Keep the inside of the property in at least as good a condition as it was when the tenancy started (apart from fair wear and tear). Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.

5 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, if it applies, the building in which the property is located and any shared access, replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you at least 24 hours' notice, in writing) and carry out the work. You will have to pay us for the reasonable cost of this work.

6 Pay for all electricity, gas and phone, water and council tax bills relating to the property that apply during the tenancy.

7 Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water.

8 Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if there is one). You should tell us if the property is going to be empty for more than seven days in a row.

9 If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for reletting the property and pay the rent until a new tenant moves in. We do not have to take the property or the tenancy back from you early unless we want to do so.

10 Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law. We will give you at least 24 hours' written notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.

11 Tell us about any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or, if it applies, in the shared areas.

12 Park vehicles in your garage (if there is one) or on your parking space only, and without causing an obstruction.

13 Pay the reasonable costs for replacing locks if you fail to return any key.

14 Pay any reasonable cost for getting replacement keys.
15 Allow possible new tenants and buyers to look at the property (on at least 24 hours' written notice) during the tenancy.
16 Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.
17 Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
18 Be responsible for looking after the garden. You must keep it tidy and cut any grass regularly, but you do not have to improve the garden.
19 Pay our reasonable charges (including our costs) for preparing and checking any inventory or condition schedule at the beginning and end of the tenancy.
20 At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish.
21 Pay the reasonable legal and related costs which we have to pay in connection with (i) recovering possession of the property (ii) recovery of unpaid rent or other money payable under this agreement or (iii) steps taken if you fail to comply with the terms of this agreement (including such costs for any attempts by us to do so).

C You must not do the following.

1 Alter or add anything to the outside or structure of the property, or the furniture, fixtures and household belongings that are on the list that you and we signed. You must not bring into the property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations. You can get information about these regulations from your local Trading Standards office.
2 Anything which may be a nuisance or annoy us or the neighbours. You must not play any radio, CD, record player, television or similar equipment or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside the property between 11 pm and 7.30 am.
3 Bring bicycles, motorcycles, and prams into the property without our permission, in writing (which we will not unreasonably withhold).
4 Bring any furniture into the property without our permission, in writing (which we will not unreasonably withhold).
5 Tamper with any fire precautions.
6 Hang pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold).
7 Use Blu-Tack or any similar type of adhesive on the walls.
8 Sublet the property or any part of it, or give up the property or any part of it to someone else.
9 Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
10 Carry on any profession, trade or business in the property.
11 Display any permanent notice on the property.
12 Use the property as anything other than a private home.
13 Block, or allow guests to block, any of the shared areas, if this applies.
14 Dry washing inside the property, except in a ventilated room suitable for such purposes.
15 Use any paraffin or portable gas heater.
16 Anything which breaks the terms of any lease under which we own the property so long as a copy of the lease (or the relevant terms) has already been given to you.

D We agree to do the following.

1 Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms except for any policy excess.
2 Let you have free access to the steps, entrance hall, stairs and all shared areas, if this applies.
3 Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked each year by an engineer registered with Gas Safe, in line with the Gas Safety (Installation and Use) Regulations 1998.
4 Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations.
5 Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other damage that we are insured for.
6 Keep the structure and outside of the property in good repair.
7 Keep the gas, water, electricity, space-heating and water-heating installations in good repair and proper working order.
8 Refund any rent you have paid which relates to a rental period which starts after the tenancy ends.

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

[w] Tower Grange, 2 Grange Lane, Formby, Merseyside, L37 7BR

This address may change.

F **We may repossess the property if:**

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

G We may repossess the property under Ground 1 in Schedule 2 to the Housing Act 1988 (this applies if we have lived in the property as our only or main home or plan to do so). We may take repossess the property under Ground 2 in the same schedule which allows the lender to repossess it.

We need a court order to repossess the property. You should contact a solicitor, citizens advice bureau or legal advice centre, who will tell you what this means.

Our signature: [x]

Your signature (or signatures): [y]

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RESIDENTIAL LANDLORDS ASSOCIATION

Addendum Agreement

Property Address: 124 Platt Lane (Flat 2), Manchester, M14 5NN

Enter additional terms (use black ink). If you are varying any term in the Tenancy Agreement itself please identify the relevant clause.

It is agreed that:

1. Any term set out below is included as a term of the Tenancy Agreement.
2. Where any term set out below conflicts with any standard term of the Tenancy Agreement then the provisions set out below will prevail to the extent of any consistency with any such standard term.

1 - An inventory will be prepared and ready for tenants to review on the date of moving into the property, tenants will have 24 hours to highlight any issues with the inventory before signing and agreeing the inventory.

2 - Clause 18 & 19 of the tenancy agreement do not apply and are excluded

3 - Tenants who are late paying rent as a result of waiting for student loans will be required to pay for the whole term once their loan arrives.

4 - The rent does NOT include any payments for Council Tax, all tenants are in full time education and as such are exempt, however the responsibility remains with the tenants to ensure that the council are formally advised and the relevant exemption documentation from the university forwarded to the council by 1st September 2014, or the council tax paid if the tenants are not exempt.

5 - The rent includes a flat screen TV and TV Licence

6 - The rent includes wireless broadband

7 - The property will be extensively refurbished prior to the lease commencement to the same standard as 144 Platt Lane, to include new kitchen, bathroom, plumbing, electrics, decoration and new furniture throughtout

Any terms included on this Addendum Agreement have been specifically agreed between by the landlord/agent and the tenant. They must be legally acceptable. The wording of any terms included in this Addendum Agreement is not approved by the Plain English Campaign. The RLA does not have any involvement with any of the terms included on this Addendum Agreement.

Our signature:

Your signature (or signatures):

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