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RESIDENTIAL LANDLORDS ASSOC.

# ASSURED SHORTHOLD TENANCY AGREEMENT

## MAY 2019 EDITION
## RESIDENTIAL LANDLORDS ASSOCIATION

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# Assured Shorthold Tenancy Agreement

RESIDENTIAL LANDLORDS ASSOC.

(Provided under part 1 of the Housing Act 1988 and 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 as shown in this agreement. We must also give you certain information relating to the deposit.

Date: [a] 10 November 2019

This agreement is between us:

[b] Rafferty Peck Properties Ltd

the landlord or landlords

and you (individually and together):

[c] Rebekah Waters, Abigail Dixon and Olivia Renshall

the tenant or tenants

The rent is: [d] £ 1650

(Please tick appropriate box)

every:

| | |
|---|---|
| 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 first rental payment is for the rental period beginning on the start date shown in A2. After that you must pay rent on the first day of every rent period which follows while the tenancy lasts.

If someone who is not a tenant has paid towards the deposit, please tick this box and fill in the boxes below. [i]

| Names of people paying towards the deposit | Amounts paid |
|---|---|
| [j] | [k] |

If there is more than one tenant, I (the person signing below) agree to appoint a tenant representative, as set out in paragraph A11. If there is just one tenant, I authorise the tenant to deal with the deposit.

| Signature of person paying towards the deposit | Signature of person paying towards the deposit |
|---|---|
| [l] | [m] |

Except as shown in the boxes i to m above, you confirm to us that nobody who is not a tenant has paid towards the deposit.

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**A** **We are renting out the property at:**

1 [n] Flat 2, 124 Platt Lane, 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 [o] 12 months

starting on [p] 1 July 2020 to [q] 30 June 2021

If, at the end of this time, we have not received from you at least one calendar month's notice, in writing, expiring on the last day of the fixed term of the tenancy to terminate the agreement, the tenancy will continue on as a contractual periodic tenancy. The periods of this contractual periodic tenancy shall be the same as those for which rent was last payable under the initial fixed term of the tenancy. This periodic tenancy will carry on until you have served the required notice in writing to terminate the agreement or we serve the required notice or re-possess the property under a ground set out in Clause F.

To end the contractual continuation tenancy the required notice is written notice to the other party. The notice must end on the last day of a rental period and must be of sufficient length. This means that for tenancies that run on as weekly, fortnightly or four weekly, the notice period must be at least 28 days in length. Where the tenancy is for monthly rental periods the notice must be at least one calendar month in length.

3 This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The no-fault 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. If we give you a section 21 notice, we 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 can explain what this means.

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

[r]

will be allowed to live there.

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

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

7 You have to pay a deposit of [s] £ 750 (If none is due, insert NIL.)

The deposit will be held by [t] Rafferty Peck Properties Ltd

It will be protected by a government-approved tenancy deposit scheme, provided by

[u] MyDeposits

We can transfer the deposit to another government-approved tenancy deposit scheme or change the person who holds the deposit (unless it has been paid into a government-approved custodial tenancy deposit scheme). In either case, we will tell you about this change in writing.

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8 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.

9. 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,) or communication services (phone, broadband, television packages) or TV licensing which you are responsible for under this agreement;
- reasonable costs to make up our losses that result from you having broken any of your agreements, including those relating to cleaning the property or the furniture or fixtures; or
- the reasonable cost of making good 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.

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

11 If you are all content to appoint a lead tenant, [v] Rebekah Waters is chosen to deal with the deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant who paid towards the deposit. That person can be replaced as your representative by another of the tenants, as long as the majority of you tell us in writing. As soon as is practicable at the end of the tenancy, we will return any deposit (minus any agreed deductions or money still in dispute) directly to the lead tenant to be allocated as they see fit.

Alternatively, if you are not content to appoint a lead tenant then tick this box [w] ☐

and fill in the required information below

| Name of tenant | Amount of deposit paid (£) |
|---|---|
| x | y |

Where no lead tenant is agreed, as soon as is practicable at the end of the tenancy, we will return the deposit minus any agreed deductions or money still in dispute. A proportion of the deposit will be allocated to each tenant or person paying towards the deposit individually. This proportion will be based on the respective amounts of the deposit paid by them at the start of the tenancy, minus their proportion of any agreed deductions or money still in dispute.

12 If you owe rent you must pay under the agreement, you will have to pay interest on this amount from the date that it should have been paid where you are 14 days or more in arrears. The interest rate is 3% above the base rate used by the Bank of England. 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.

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13 We may keep keys to the property.

14 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. Normally we will store your furniture or goods for a minimum of 14 days after the end of the tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this 14 days period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). Any remaining items will not be sold or got rid of without us first contacting you to notify you or if we are unable to do so taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may incur because of this. We are entitled to take the costs (including any storage costs) and any money you owe us from any money made from selling furniture or goods

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.

16 We may increase the rent by serving a rent review notice on you. The rent may not increase by more

than a maximum of [z 0] % through any single rent review.

Any rent review notice we serve on you must be in writing. It must provide you with at least one calendar month in notice prior to the date of the rent increase taking effect. The notice must state the percentage by which the rent will increase, the new rental amount and the date on which the new rent is payable from. It may be served no earlier than 90 days before the rent increase will take effect.

The initial rent increase may take effect no earlier than the first anniversary of the start of the tenancy as outlined in Clause A2 of this agreement. Until a rent increase takes effect we retain the right to increase the rent at the start of any subsequent rental period by serving a rent review notice.

Once a rent increase has occurred, subsequent rent increases may take effect no earlier than the anniversary of the date the last rent increase took effect.

**B You must do the following.**

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

2 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.

3 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. It also includes 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.

4 Pay all electricity, gas, phone, water, communication services and council-tax bills relating to the property that apply during the tenancy.

5 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 from 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.

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6 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.

7 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 continue to pay the rent in advance for each rent period 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.

8 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.

9 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.

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

11 Pay the reasonable costs for replacing locks if you fail to return any key or other security device necessary for gaining entry to the property.

12 Pay any reasonable cost for replacing keys, or other security devices necessary for gaining entry to the property.

13 Allow possible new tenants and buyers to look at the property (on at least 24 hours' written notice) during the tenancy.

14 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.

15 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.

16 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.

17 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.

18 Pay the reasonable legal and related costs which we have to pay in connection with:

(i) recovering possession of the property;
(ii) recovering unpaid rent or other money due under this agreement; or
(iii) steps taken if you fail to keep to the terms of this agreement (including the costs for our attempts to make you keep to this agreement).

19 Agree to inspect any smoke or carbon-monoxide alarms in the property regularly, replacing any batteries if necessary. You also agree to tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.

20 This clause applies if there is a guarantor for the tenancy and the guarantee ends because the guarantor dies, becomes bankrupt or cancels the guarantee. If it is reasonable for us to do so, within two months of us learning about this we can give you notice in writing to find a new guarantor within 28 days. We must be satisfied with your choice of guarantor. We will give you reasons as to why we need a new guarantor. That guarantor must then, within 28 days, sign a new guarantee including the same terms as the previous guarantee. This guarantee will then apply from the date the previous guarantee came to an end. You must tell us as soon as you become aware that the guarantor has died or has become bankrupt.

21 It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014.

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**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 which applied at the time the furniture was made. 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. (We will not unreasonably withhold this permission.)

4 Bring any furniture into the property without our permission in writing. (We will not unreasonably withhold this permission.)

5 Tamper with any fire precautions.

6 Hang pictures or posters on the walls without our permission in writing. (We will not unreasonably withhold this permission.)

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. And if you do (even if we have given permission) you will be legally responsible for carrying out all 'right to rent checks' as set out in section 22 of the Immigration Act 2014, on any tenants or other people living in the property. You will pay us compensation for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly.

9 Transfer the tenancy to someone else without our permission in writing. (We will not unreasonably withhold this permission.)

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. However, this does not prevent you working at home as long as you are not using the property to run a business and your home working is purely incidental to using the property as your private home and this is not forbidden under the terms of your lease.

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 these purposes.

15 Use any paraffin or portable gas heater.

16 Do anything which breaks the terms of any lease for the property as long as we have already given you a copy of the lease (or the relevant terms).

**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. This does not apply to the 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 which applied when the furniture was made.

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 (or an appropriate part if only part of the property could not be lived in or used).

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6 Keep the structure and outside of the property in good repair.

7 Keep the gas, water, electricity, room-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.

aa
13 Chandos Road,
Manchester,
M21 0TH

**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.
- The tenancy is not at that time an assured tenancy (including a shorthold) (for example it is no longer the only or main home of the tenant or at least one of them where the tenancy is a joint tenancy).

**Important warning:** 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.

**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 repossess the property under Ground 2 in the same Schedule which allows the lender to repossess it.

Our signature:

bb
DocuSigned by:
gary rafferty
51D7683A8FBF40E...
the landlord/s

Your signature:

cc
DocuSigned by: DocuSigned by: DocuSigned by:
DF1294C2A2D1422... 90C6AA639405446... AFFFF7993F3B432...
the tenant/s

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# Addendum to Tenancy Agreement

RESIDENTIAL LANDLORDS ASSOC.

**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 attached Tenancy Agreement entered into on 10/11/2019

between us, the Landlord(s), Rafferty Peck Properties Ltd

and you, theTenant(s), Rebekah Waters, Abigail Dixon and Olivia Renshall

for the Property at Flat 2, 124 Platt Lane, Manchester, M14 5NN

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 inconsistency with any such standard term.

1 - The rent includes the following bills:
Gas, Electric, Water, TV, Wireless Broadband, Window Cleaner

2 - The use of gas and electric is not restricted, however the landlord will only pay up to a maximum of £1750 for BOTH over the duration of the tenancy period.

3 - The rent does not include payment of council tax, all tenants are required to ensure that the council are formally notified at the start of the tenancy that they are full time students and exempt from council tax

4 - Tenants have the option to pay their rent by the month, in advance, or by the term once their student loan arrives. If paying by the term, July and August rent is still due on the 1st of each month.

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

6 - Clause B4 is deleted and replaced with the wording below:
"Pay for all council tax relating to the property that apply during the tenancy"

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

Our signature: (or signatures) DocuSigned by: gary rafferty 51D7683A8FBF40E... Date 11/17/2019

Your signature (or signatures) DocuSigned by: DF1294C2A2D1422... DocuSigned by: 90C6AA639405440... DocuSigned by: AFFFF7993F3B432... Date 11/10/2019 11/17/2019 11/10/2019

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