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Assured Shorthold Tenancy
Agreement for a group of sharers

Provided under part 1 of the Housing Act 1988 and amended under part 3 of the Housing Act 1996

NRLA NATIONAL RESIDENTIAL LANDLORDS ASSOCIATION

This Agreement is dated 2/15/2021.
(This date should not be completed until all parties have signed the Agreement and want it to come into effect)

This Agreement contains the terms and obligations of the Tenancy. It sets out the legally binding obligations that will be placed upon you (the Tenant) and us (the Landlord) once the following has occurred:

1) The Agreement is dated above.
2) All Initial Funds referred to within this Agreement have been received by us or our Agent in cleared funds.

You should read this Agreement carefully to ensure you are prepared to agree to it all and that it contains everything you require.

This Agreement is an Assured Shorthold Tenancy (as defined in Section 19A of the Housing Act 1988). The repossession arrangements in Section 21 of the Housing Act 1988 apply to this Agreement. This means that you cannot claim any legal rights to stay on once we have ended the Tenancy and a court order says you must leave.

If you do not understand this Agreement, or anything in it, then you should ask for an explanation before signing it. Alternatively, you should consider consulting a solicitor, Citizen's Advice Bureau, or Housing Advice Centre for assistance.

Section A – Main Terms of the Tenancy Agreement

This is an Agreement for an Assured Shorthold Tenancy between us, the Landlord
(full name of all landlords, including any titles, middle names, or company names, as well as an address in England or Wales for the service of notices)

Rafferty Peck Properties Limited

Service Address of the Landlord

13 Chandos Road South, Manchester Postcode M21 0TH

and you, the Tenant (jointly and severally)
(enter the full names, including any titles and middle names)

Sumithira Sivayogan, Olivia Rose Cuppello, Alicia Peacock

We will let out the Property at

Flat 2, 124 Platt Lane, Manchester Postcode M14 5NN

to you (jointly and severally if there is more than one of you) as well as any furniture, fixtures and household belongings referred to in the Inventory and Schedule of Conditions.

In addition to you, only the following Permitted Occupiers are allowed to live in the Property
Not Applicable

Nobody else, including any children, are allowed to live in the Property without our written permission (which will not be unreasonably withheld).

Right to rent

It is a condition of this tenancy that you and anyone living in the Property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

Rent

You must pay £1650 Rent in advance in total each calendar month (week/calendar month).

The first payment of Rent must be paid by 01 July 2021 as part of the Initial Funds.

Subsequent Rent payments must be paid in advance on 1st date (day/date) of every month (week/month) while the tenancy lasts.

Term

The agreement is for an initial fixed term of 12 months commencing on 01 July 2021.

If, at the end of this time we have not received from you at least one calendar months' notice, in writing, expiring on the last day of the fixed term to terminate the agreement, the tenancy will continue as a contractual periodic tenancy. The periods of this contractual periodic tenancy will be the same as those for which rent was last payable under the initial fixed term of the tenancy. This periodic tenancy will continue until you or we terminate the tenancy in accordance with clauses 8.1 – 8.6 of this Agreement.

Contents and Shared Facilities

The Property is let along with all the Contents referred to in the ~~Schedule of Condition and~~ Inventory. These will be provided to you before 01 August 2021.

You should check these documents carefully. If you do not agree with, or wish to challenge, either document then you must contact us or our Agent in writing within 7 days. If not, we will deem that you have accepted the Inventory ~~and Schedule of Condition~~ as fair and accurate and that we or our Agent may rely on them at the end of Tenancy to show the condition of the Contents and Fixtures and Fittings provided at the outset.

You are also entitled to use the following shared facilities;
All internal shared facilities.

If you are allocated parking it is NA.

Security Deposit

The Deposit of £750.00 (NIL if no deposit taken) must be paid in full as part of the Initial Funds. It will be protected within a Government approved deposit scheme within 30 days of receipt in accordance with Clauses 5.1-5.7 of this Agreement.

Utilities

Unless stated otherwise in clause 2.11 of this Agreement or an addendum to this Agreement, you are responsible for paying all electricity, gas, phone, water, communication services and council-tax bills relating to the Property that apply during the Tenancy.

This includes contacting the local billing authority or the provider of any other utility to ensure they are aware that you are liable for paying these bills.

Agent

Where we have engaged an Agent, their details are included below.

NA

Section B - Definitions

"Agent" means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

"Contents" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"Emergency" means where there is a risk to life or damage to the fabric of the Property or the Contents.

"Fixtures and Fittings" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"House in Multiple Occupation/HMO" means that this Property is let to a group of three or more people where at least two people are unrelated.

"Initial Funds" are funds that must be paid by the dates specified to make this Agreement binding on all parties. These Initial Funds are detailed in the Tenancy Agreement and include the initial payment for Rent.

"Inventory" is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

"Joint and Severally Liable" means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group.

"Landlord" includes anyone entitled to possession of the Property under this Agreement.

"Permitted Occupier" means a person who is not a party to the Tenancy, and for the avoidance of doubt is not a Tenant. They have no rights to the Property but have been granted permission to occupy the Property as a guest for a period of time during this Tenancy by the Landlord.

"Policy" means any insurance policy held by us for the Property or Contents.

"Property" includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

"Rental Period" means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"Schedule of Condition" is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

"Superior Lease" sets out the promises we have made to our superior landlord. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property, giving them the right to possession of the Property at the end of our lease.

"Tenancy" means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.

"Us" *"our"* *"we"* means the Landlord.

"Working Day" does not include Saturdays, Sundays and Bank Holidays.

"You" *"your"* means the Tenant.

References to the singular include the plural and references to the plural include the singular.

Section C – Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any addendum to this Agreement.

1.0 Tenant's Obligations

You hereby agree with us as follows:

1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit and to use reasonable endeavours to prevent anyone in your household or any visitor to do or not to do the same thing.

1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants.

1.3 Where we have provided you with a copy of a Superior Lease setting out the promises we have made to our superior landlord, you agree that you will also be bound by these promises, excepting any service charges or ground rent which we are responsible for paying under the Superior Lease.

Rent and Charges

1.4 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.

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1.5 If the tenancy ends part way through a Rental Period then the Rent due will be apportioned on a daily basis.

1.6 To pay the charges for Council Tax (or any similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for under this Agreement.

1.7 To pay all costs and expenses incurred by us on an indemnity basis:

1.7.1 in the recovery from you of any Rent and any other money which is in arrears;

1.7.2 in the enforcement of any of the provisions of this Agreement, including those for seeking possession of the Property;

1.7.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;

1.7.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;

1.7.5 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 (fair wear and tear excepted); and

1.7.6 any other monies owed by you to us.

Use of the Property

1.8 Occupy the Property as your only or main home and behave in a tenant like manner.

1.9 Take reasonable care of the Property and common parts (if any).

1.10 Not assign, take a lodger, sublet, or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld). 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 sub-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.

1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).

1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).

1.13 Not display any poster or notice board so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).

1.14 You, must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

In particular but not exclusively, you must not:

1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;

1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;

1.14.3 allow visitors to the Property to be noisy or disruptive;

1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;

1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;

1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;

1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;

1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, us, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;

1.14.9 use or carry offensive weapons;

1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and

1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

1.15 Not bring into the Property any furniture, or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.

1.16 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).

1.17 Not smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.

1.18 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.

1.19 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.

1.20 Where you are responsible for the payment of a Utility, you must inform us if you change supplier. Unless we have given written permission (which will not be unreasonably withheld) you must not change the utility meters for the Property. If you do, we reserve the right to require you to change the meter back to its original state at the end of the Tenancy.

Where we are responsible for the payment of a Utility you must not change the supplier or the meter for that Utility.

1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.

1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations 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 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.

1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.

1.25 Not park in any space not designated to you.

1.26 In the case of a flatted property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.

1.27 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.

1.28 Not allow children to play in the fire escapes or common parts (if any).

1.29 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

Leaving the Property Empty

1.30 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 days and to provide the actual dates that the Property will be unoccupied.

1.31 You are strictly prohibited from leaving the Property empty for more than 28 days.

1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.

1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

Condition of Property

1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.

1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).

1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial,

satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us.

1.37 Not damage the Property or the electric, gas, or plumbing system.

1.38 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.

1.39 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.

1.40 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.

1.41 Take proper care of the shared facilities (if any) and clean as appropriate after use.

1.42 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

1.43 Ensure that any smoke, carbon monoxide or other alarms in the Property are kept in good working order. For the avoidance of doubt, this means that you must not interfere with them except to regularly test the alarms at the Property, replace batteries where necessary and to report any fault to us immediately.

Letters and Notices

1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.

1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

Access for Repairs, Inspections and Valuations

1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work or inspections on the Property which we are obligated to do because of legislation or contractual obligations; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy.

1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.

1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

Notice to Repair

1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.

Key and Alarm Codes

1.50 Permit us and our Agent to hold a set of keys or any other security devices necessary for the purpose of entering the Property in an Emergency.

1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys or other security devices needed to access the property, you will be liable to meet our reasonable costs for replacement including the costs of fitting any new locks that are necessary.

At the End of the Tenancy

1.52 At the termination of the Tenancy you agree to:

1.52.1 give up the Property with vacant possession;

1.52.2 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 (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;

1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;

1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;

1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;

1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;

1.52.7 remove all personal belongings including food stuff; and

1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

1.53 We will 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 after taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs for storage from any money made from selling furniture or goods

1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

Occupier's Liability

1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.

1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

2.0 We Agree to do the following:

We hereby agree with you as follows:

2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clauses 1.46, 1.47 and 1.48 of this Agreement).

2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.

2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).

2.4 Ensure that any electrical installations in the Property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

2.5 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

2.6 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).

2.7 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.

2.8 Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.

2.9 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.

2.10 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you 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 you have done or failed to do in breach of this Agreement.

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2.11 Pay the following Utilities that we are responsible for under this Agreement;
NA - All utilities are included within the rent but capped at the amount stated within the Addendum.

3.0 Interest on Rent Arrears and Other Monies

3.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4.0 Inventory and Schedule of Condition

4.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory ~~and Schedule of Condition~~ relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

4.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory ~~and Schedule of Condition (whichever is later)~~, to ensure that the Inventory ~~and Schedule of Condition~~ is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory ~~and Schedule of Condition~~ will be amended as appropriate. If you take no action and after the 7-day period has expired, you shall be deemed to be fully satisfied with the terms.

4.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

5.0 The Deposit

5.1 The Deposit will be held by Rafferty Peck Properties Limited (Landlord/Landlord's Agent name) as security towards the discharge or part discharge of any liability referred to in Clause 5.4 of this Agreement and subject to this on trust for you absolutely.

5.2 The Deposit will be protected by a government-approved tenancy deposit scheme, provided by 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). If we do this, we will inform you in writing.

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

5.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

5.4.1 Any rent or other money due or payable by you under this Agreement of which you have been made aware and which remains unpaid after the end of the Tenancy;
5.4.2 The reasonable costs incurred in compensating us for, or for rectifying or remedying any breach by you of your obligations under this Agreement, including but not limited to, those relating to the cleaning of the Property or its Fixtures or Fittings and the removal or storage of any goods that you leave or refuse to remove at the end of the Tenancy;
5.4.3 Any unpaid accounts or charges for electricity, gas, phone, water, communication services and council-tax incurred at the property that you are responsible for paying under this Agreement where we have incurred a loss as a result of your failure to pay.
5.4.4 Any damage, or compensation for damage, to the Property and or its Fixtures and Fittings and or for missing items for which you may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are our responsibility.

5.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

5.6 If you are all content to appoint a lead tenant for the purposes of managing the Deposit, Sumithira Sivayogan 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. 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.

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 a proportion of any agreed deductions or money still in dispute.

5.7 If someone else has paid towards the Deposit other than a Tenant, then you must provide their name and address below. Otherwise, you confirm that the only people who have paid towards the Deposit are Tenants.

Name	Address

6.0 Consents

6.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from a superior landlord, lenders, mortgagees, insurers, or others).

7.0 Conditions Specific to a House in Multiple Occupation (HMO)

7.1 You, any Permitted Occupiers, and or any guests you bring to the Property must not impede us, our contractors, or our Agent in the performance of the duties imposed on us by legislation or a licence condition (if one applies). For the avoidance of doubt, this includes, but is not limited to, refusing us, our contractors, or our Agent, access at reasonable times to perform our management duties.

7.2 You must ensure that any rubbish and or recyclable waste, is stored and disposed of in the appropriate receptacle as instructed by the local authority.

7.3 You must inform us if the receptacles we, or the local authority have provided for waste disposal are insufficient to store all the waste in the Property.

7.4 You must provide us with any reasonable information we, our Agent, and or local authority require in the performance of our HMO management duties.

7.5 You must comply with any reasonable requests or instructions we, our Agent, or the local authority make to you in the performance of our HMO management duties.

8.0 Ending the tenancy

8.1 To end the periodic continuation of the tenancy you must provide us with written notice you intend to leave to the service address provided in Section A of this Agreement or, if we consent to service of notice via email then to the email address provided in clause 10.2 of this Agreement. The notice must end on the last day of the Rent Period and must be of sufficient length to be considered valid. This means that for tenancies where the Rent is paid weekly, fortnightly or four-weekly, the notice period must be at least 28 days in length. Where the Rent is paid monthly the notice must be at least one calendar month in length.

8.2 We have the right to recover possession of the Property by lawful means if:

8.2.1 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
8.2.2 the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.
8.2.3 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
8.2.4 you have breached this Agreement;
8.2.5 you become bankrupt;
8.2.6 the Tenancy is no longer an assured tenancy (including a shorthold). For example, it is no longer the only or main home of the Tenant.

This clause does not affect your rights under the Protection from Eviction Act 1977. We need a court order to repossess the Property.

8.3 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

8.4 If you give us notice that you are going to leave the property before the fixed term of 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.

8.5 We give you notice that we may repossess the Property under Ground 1 in Schedule 2 to the Housing Act 1988 as we have either lived in the Property as our only or main home or plan to do so in the future.

8.6 We give you notice that the Property is _____ (is/is not) subject to a mortgage which was granted before the beginning of the Tenancy.

Where the Property is subject to a mortgage, we may repossess the Property under Ground 2 in the same Schedule which allows the lender to repossess it.

9.0 Effect of Termination

9.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.

10.0 Notices

10.1 We agree that any notices you give under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the service address provided in Section A of this Agreement, by being sent to that address by first class post. Notices left at the address are deemed served on the next working day after being left at the address. Notices sent by first class post are deemed served two working days after posting.

10.2 We agree _____ (agree/do not agree) that any notices given under or in connection with this Agreement which are required to be given in writing may, alternatively, be sent by email. If we do agree to this, then the email address for these purposes is:
oli@shfh.co.uk and gary@shfh.co.uk

Any notices served to this email address will be deemed as served on the next working day after the notice was sent.

10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed served the next working day. Notices sent by first class post are deemed served two working days after posting.

10.4 You agree that the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is:

Tenant name	Email address
Sumithira Sivayogan	sumithira.siva@gmail.com
Alicia Peacock	apea836@gmail.com
Olivia Rose Cuppello	olivia10cuppello@gmail.com

Notices sent by email are deemed to be served the next working day after being sent.

11.0 Guarantors

11.1 If there is a guarantor for this Agreement you must tell us as soon as you become aware that any guarantor has died, become bankrupt or cancels the guarantee. For the avoidance of doubt, a guarantor is someone other than a Tenant who has agreed to guarantee your financial obligations (including, but not limited to, the Rent and any losses we incur as a result of you breaching this agreement) under this Agreement.

11.2 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.

Signed as an Agreement

Between us, the Landlord

Signature DocuSigned by: gary rafferty 51D7683A8FBF40E... _____

The Landlord / ~~The Landlord's Agent on behalf of the Landlord~~ (delete as appropriate)

And you, the Tenant

Tenant name	Signature
Sumithira Sivayogan Olivia Rose Cuppello Alicia Peacock	DocuSigned by: Alicia Peacock 9AA40E6642C944C... DocuSigned by: Olivia Rose Cuppello 450D7CEBFE5F43C... DocuSigned by: Sumithira Sivayogan 17A22CC52E8347E...