RESIDENTIAL LANDLORDS ASSOCIATION

© 2016

124 (F2)

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 as specified in this Agreement, we must also give you prescribed information relating to the deposit.

Date: [a] 20th November 2017

This agreement is between us:

[b] Rafferty Peck Properties Limited

the landlord or landlords

and you (individually and together):

[c] Abbie Cartwright, Georgia Gauntlett and Louise Kitto

the tenant or tenants

The rent is: [d] £ 1,626.00

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

If someone is not a tenant but has paid towards the deposit, give the following details:

Names of people paying towards the deposit	Amounts paid
[j] N/A	[k] N/A

If there is more than one tenant, I/we signing below agree to appoint a tenant representative, as set out in paragraph A12. If there is just one tenant, I/we authorise the tenant to deal with the deposit.

Signature	Signature
[l]	[m]

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 [n] 124 F2 Platt Lane, Manchester, M14 5WH

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] 1st July 2018 to [q] 30th June 2019

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 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. 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

[r] 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 [s] £ 1200.00 (If none is due insert "nil"). The Deposit will be held by [t] Rafferty Peck Properties Limited It will be protected by a Government approved Tenancy Deposit Scheme, namely [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) but, in either case, we will notify you of this change in writing.

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, 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.

© 2016 Residential Landlords Association

10 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.

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

12 If there is more than one tenant, [v Abbie Cartwright] is chosen 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.

13 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.

14 We may keep keys to the property.

15 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.

16 You must pay our administration fee of [w £ 0] for entering into this tenancy. (If none is due insert "nil")

17 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 [x £ 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 [y £ 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 re-letting 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.

© 2016 Residential Landlords Association

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).
22 Agree to inspect any smoke or carbon monoxide alarms in the property regularly, replacing any batteries if necessary. In addition, you agree to inform us as soon as practically possible if a fault arises in the smoke or carbon monoxide alarms.
23 This clause applies if there is a Guarantor for the tenancy and that Guarantee ends because the Guarantor dies, becomes bankrupt or cancels the Guarantee. If it is reasonable for us to do so then within 2 months of us learning of this we can notify you in writing requiring you within 28 days of this request to find a new Guarantor who is reasonably acceptable to us. Our request must give reasons as to why a new Guarantor is required. That Guarantor must then within 28 days sign a new guarantee including the same terms as the previous Guarantee to take effect from the date when the previous Guarantee came to an end. You must notify us as soon as you become aware that the Guarantor has died or has become bankrupt.
24 It is a condition of this tenancy that anyone occupying the property is in possession of a Right to Rent as set out by s22, Immigration Act 2014 at all times.

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 applicable as at the time the furniture was manufactured. 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. And if you do so (even if we have consented) you will be liable for carrying out all Right to Rent checks as set out by s22, Immigration Act 2014, on any sub-tenants or other occupiers you allow into the property and you will compensate us 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 (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 but (so long as this is not prohibited by the terms of any lease under which we own the property) this does not prevent you working at home so long as you are not using the property to run a business and your home working is purely incidental to the use of the property as your 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.

© 2016 Residential Landlords Association

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 applicable when the furniture was manufactured.
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 part only could not be lived in or used).
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.

z 13 Chandos Rd South, 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.

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.

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.

Our signature/s: aa [signature] the landlord/s

Your signature/s: bb acartwright [signature] the tenant/s

© 2016 Residential Landlords Association

RESIDENTIAL LANDLORDS ASSOCIATION

Residential Landlords Association

Privacy Notice from your Landlord

Why we hold/process data

This notice sets out how we hold and process data we hold about you. We process personal information about our tenants and prospective tenants to enable us to provide residential accommodation which includes lettings; dealing with applications for tenancies; checking suitability for tenancies (including credit immigration and similar checks); property management; rent collection, maintaining our accounts and records; and administering tenancy deposits.

Relevant information may include personal details, employment and education details and financial details.

Once legislation is in force, we have to undertake immigration checks on prospective tenants and residents. We are required to retain copies of the documents which we inspect as part of these checks. These may be retained in electronic form.

Sharing data with others

We may need to share personal information we process with others. Where this is necessary we are required to comply with data protection legislation.

Depending on the circumstances we may share information with other landlords; employers; educational institutions; universities and colleges; suppliers (including utilities) and service providers; financial organisations (including banks); credit and tenant reference agencies; tenancy deposit schemes; debt collection and tracing agencies; public and government bodies (including those who administer benefits and Council Tax); contractors and repairers; letting and managing agents; and any future owner of the property.

This does not mean that we necessarily share information with all of the above but we may do so where it is necessary.

Council Tax and utilities/services

In order to ensure that Council Tax and Utilities and Service Bills including water charges are correctly collected we share information with the relevant local authority and utility/service providers. We also share this information to ensure that bills are directed to the correct person and charges and debts can be collected. By law, in certain areas information about who occupies a property has to be passed to water companies. In all other areas although this is voluntary we may pass over this information to water companies.

Why we use your personal information

Personal information which you supply to us may be used in a number of ways, for example to make decisions whether to let the property to you; for fraud prevention; for accounting and auditing purposes, for property management or for debt collection.

Right to obtain information

You have the right to request a copy of the information that we hold about you. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information if this is inaccurate. To request this information please write to us or email us.

© 2016 Residential Landlords Association