

ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

This agreement is made the 29th April 2019

1 Particulars

1.1 Parties

1.1.1 The Landlord

St Ronans Projects Limited, Portsmouth Technopole, Kingston Crescent, Portsmouth, PO2 8FA

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenants

**Name: Carly Davis
Mobile: 07939025910
Email: carlyd1985@gmail.com**

Post Tenancy

Contact Tel Number: 07939025910
Contact Email Address: carlyd1985@gmail.com

The Tenant agrees that the Landlord's Agent may provide the Tenant's name, address and other contact details to third parties including, but not limited to, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.1.3 Relevant Person

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person.

For this tenancy there is no Relevant Person as the Deposit is provided by the Tenant.

1.1.4 The Guarantors

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

Signed by the Landlords Agent..... <i>A Rookyard</i>	Dated..... 29/04/2019
Signed by the Tenants..... <i>C Davis</i>	Dated..... 29/04/2019

1.2 The Landlord’s Agent

The “Landlord’s Agent” shall mean any such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

1.5 Property

1.5.1 The property situated at and being **Garden Flat, 30 St Ronans Road, Portsmouth, Hampshire, PO4 0PT** together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.6 Term

1.6.1 The Term shall be from and including **29/04/19** to and including **28/10/19** Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.

1.6.2 The “Term” is to include a statutory periodic tenancy or any contractual periodic tenancy that is defined in paragraph 1.6.1 as following the fixed term.

1.6.3 If on the coming to the end of the fixed term agreed above, the Landlord does not seek possession and the Tenant remains in the Property, they will be considered, by virtue of section 5 of the Housing Act 1988, to have a statutory periodic tenancy. This will continue till ended by either party.

1.6.4 A break in the contract can be made at 6 months by giving the notice as outlined in paragraph 2.5 of this contract to the landlord.

1.7 Rent

1.7.1 The Rent shall be **£725** per **every month** payable in advance.

1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord’s Agent by banker’s standing order or such other method as the Landlord’s Agent shall require.

1.7.3 The first payment of **£772.67** being due on **29/04/19** or prior to the date of taking possession. To cover the period of **29/04/19 to 31/05/19. The tenant will pay a £200 admin fee.**

1.7.4 Thereafter the “Rent Due Date” will be **the 1st of every month** during the Term of this agreement starting from **01/06/19**

1.7.5 Overdue rental payments will be subject to a £12.00 late payment fee each month paid late and interest at the rate of 8% above BOE base rate per annum calculated from the date the payment was due up until the date payment is received. If rent is late due to an error caused by housing benefit then this fee will be waived for up 3 months.

1.7.5.1 All payments are required to be made to our bank account by Standing Order or bank transfer. If it is necessary for us to handle cash payments, this will incur a Cash Handling Fee of £20 for each instance.

1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

1.7.8 If this tenancy is continued or run on as a periodic tenancy then the Rent will increase each year from the first Rent Due Date more than 364 days after the commencement of the Term, by the amount stated for the annual increase in the Index of Retail Prices (All Items) as quoted for the month two months prior to the month of the renewal. The Rent will not be reduced below the figure in 1.7.1 at any time.

Signed by the Landlords Agent.....*A Rookyard*

Dated.....29/04/2019

Signed by the Tenants.....*C Davis*

Dated...29/04/2019.....

1.8 Deposit

- 1.8.1 The Deposit of **£725.00** will be paid by the Tenants.
- 1.8.2 The Deposit will be paid to the Landlord.
- 1.8.3 Neither the Landlord nor the Agent will pay interest on the Deposit.
- 1.8.4 The Deposit is held as security for the performance of the Tenant’s obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.5 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded to the Tenant, less any deductions, within 14 days once the following have been completed:
 - 1.8.5.1 possession of the Property has been returned to the Landlord and
 - 1.8.5.2 all keys have been returned to the Landlord and
 - 1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and
 - 1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by Tenancy Deposit Solutions Limited (TDSL) in accordance with the Terms and Conditions of TDSL. The Terms and Conditions and ADR Rules governing the protection of the Deposit, including the repayment process, can be found at www.mydeposits.com.
- 1.8.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord’s Agent the further amount, within 14 days of the request being made.
- 1.8.9 The deposit will be refunded to the person paying the deposit, unless instructed otherwise in writing by that person.

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord’s Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2 Legal Notices

2.1 Section 47

2.2 Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord’s Agents address for the service of Notices (including Notices in proceedings) is as follows:

Viva Living Property Ltd, 218 Copnor Road Portsmouth, PO3 5DA

If the tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent in writing and by registered post.

2.3 Notice service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
 - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.3 letter sent by first class with proof of post, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.
- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
 - 2.3.2.1 left at the office of the Landlord’s Agent during the Term only or the last known address of the Landlord’s Agent at any time or
 - 2.3.2.2 letter sent by first class with proof of post, properly addressed to the Landlord at the address in clause 2.2.

Signed by the Landlords Agent.....
A Rookyard

Dated..... 29/04/2019

Signed by the Tenants.....
C Davis

Dated..... 29/04/2019

- 2.3.3 If any Notice or other document is left at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.
- 2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Ending the Tenancy

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord **at least sixty days prior Notice in writing by registered post.**
- 2.5.2 While the tenancy is periodic the **sixty days** written Notice must expire the day before a Rent Due Date.
- 2.5.3 If the Tenant intends to vacate on the contract break date as outlined in paragraph 1.6, he agrees to give the Landlord **at least sixty days prior Notice of the break date in writing by registered post.**

2.6 Distance Selling Regulations

- 2.6.1 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this tenancy once you take on the Property.

3 Possession

- 3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
 - 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
 - 3.1.2 the Tenant is in breach of any of the obligations under this agreement,
 - 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),
 - 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified; Standing order at your bank to the following account details: HSBC, Account name: Viva Living Property Ltd, Account number: 62625210, Sort Code: 40-01-06, Reference: (The Property)
- 4.1.2 The tenant will pay the gas, electric, water, council tax, TV licence and internet
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay £50 towards the costs and disbursements in relation to the preparation of the inventory and "check out" at the end of the tenancy.

<i>A Rookyard</i> Signed by the Landlords Agent.....	29/04/2019 Dated.....
<i>Chavis</i> Signed by the Tenants.....	29/04/2019 Dated.....

- 4.1.5 Pay the reasonable costs of the Landlord's Agent for each letter the Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.6 Pay a charge of £20 to the Landlord or the Landlord's Agent for any payment presented to the Landlord or the Landlord's Agent's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.
- 4.1.7 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.8 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.9 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.
- 4.1.10 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.11 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term and is due to the negligence of the tenant, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.12 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property. Those allowed to live in the property are specified in paragraph 4.4.3.
- 4.1.13 Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.
- 4.1.14 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable cost of the contractors visit.
- 4.1.15 The tenant agrees that the tenants or the tenants' visitor behave in such a manor not be guilty of any conduct causing or likely to cause a nuisance or annoyance to a person residing in the locality of, visiting or otherwise engage in lawful activity in the property or the locality of the property; use the dwelling-house or allowing it to be used for immoral or illegal purposes; or commit an arrestable offence in or in the locality of the dwelling-house.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any damp, wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance, the Tenant agrees to get the chimney swept as often as needed.

4.3 The Property

- 4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:
 - 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,

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Signed by the Tenants..... <i>C Davis</i>	Dated..... 29/04/2019

- 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property,
- 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a good tenant would.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property.
- 4.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.
- 4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.3.10 Permit the Landlord and or his agents or others, after giving 24 hours written Notice and at reasonable hours of the daytime, to enter the Property:
 - 4.3.10.1 to view the state and condition and to execute repairs and other works upon the Property or other properties.
 - 4.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.
 - 4.3.10.3 to show prospective tenants the Property, during the last 2 months of the Term and to erect a board to indicate that the Property is to let.
- 4.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.12 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 **Keep the Property at all times sufficiently well aired** and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 Report to the Landlord or the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a Gas Safe engineer, or disconnected from the supply.
- 4.3.19 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.3.22.

Signed by the Landlords Agent..... <div style="text-align: center; color: blue; font-family: cursive;">A Rookyard</div>	Dated..... <div style="text-align: right;">29/04/2019</div>
Signed by the Tenants..... <div style="text-align: center; color: blue; font-family: cursive;">C Davis</div>	Dated..... <div style="text-align: right;">29/04/2019</div>

- 4.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation.
- 4.3.25 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.27 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self closing mechanism.
- 4.3.28 Not keep any cats or dogs on the property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.29 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.30 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.31 ~Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property.
- 4.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the tenants named on this agreement.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 4.4.11 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.
- 4.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.

Signed by the Landlords Agent.....

A Rookyard

Dated.....29/04/2019.....

Signed by the Tenants.....

Chavis

Dated....29/04/2019.....

- 4.4.13 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.14 Not alter the operation of, or disable, the smoke alarms.
- 4.4.15 Not disable or alter the operation or code of the burglar alarm.
- 4.4.16 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year.
- 4.4.17 The Tenant agrees not to smoke in the property and not to permit their friends or visitors to smoke.

4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.6 End of tenancy

- 4.6.1 Return possession of the Property at the end of the tenancy in the same good clean state and condition as it was in at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys to the Property to the Landlord's Agent by 12 noon on the last day of the tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the carpets and curtains to be professionally cleaned at the end of the tenancy or leave them in the same condition as found at the start of the tenancy.
- 4.6.4 Remove all food and contents from the fridge and freezer and ensure they are thoroughly clean, leave the door open and turn the appliance off.
- 4.6.5 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.6.6 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.7 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.6.8 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 4.6.9 The landlord will deduct from the deposit monies to pay for a professional cleaning service at £14.00 per hour if the property is not left in the same good clean state and condition as it was in at the beginning of the tenancy as stated in the inventory.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.

Signed by the Landlords Agent..... *A Rookyard* Dated..... 29/04/2019
 Signed by the Tenants..... *C Davis* Dated..... 29/04/2019

- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
 - 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
 - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

7 Housing Benefit

- 7.1 The Tenant authorises the Local Authority or The Rent Service to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.
- 7.2 If the Landlord's Agent so requires, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent, and agrees that Direct Payment is a condition of the Tenancy.
- 7.3 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

8 Guarantor

- 8.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.
- 8.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.
- 8.3 The Guarantor agrees to make payments lawfully due under clause 8.1 or 8.2 even after the Tenant has returned possession of the Property to the Landlord.
- 8.4 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Guarantor, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this guarantor agreement once the Tenant takes on the Property.

Signed by the Landlords Agent.....
A Rookyard

Dated.....
 29/04/2019

Signed by the Tenants.....
Chavis

Dated.....
 29/04/2019

Utility Responsibility

We accept that we are responsible for paying the Utility Bills at this property for the duration of my tenancy which is to start on: 29/04/2019

This includes: electric, water, council tax, TV licence and internet

My full name is: Carly Davis
My National Insurance Number is: JL 80 85 82 C
My date of birth is: 29/04/2019

Complaints Process

What if I am not happy with the performance of Viva Living Property Ltd?

- All branches of Viva Living Property Ltd belong to the Ombudsman Services: Property independent dispute resolution scheme.
- The majority of disputes involving landlords, tenants and agents come about because one party or more may have misunderstood their responsibilities. It is important to read your tenancy agreement (if you are a tenant) or the agent's terms and conditions/lease terms (if you are a landlord) very carefully and make sure that you are keeping to your side of the agreement.
- Every member of Viva Living Property Ltd is required to operate and abide by an in-house complaints process. If you are unhappy with the performance of your Viva Living Property agent you should speak to the agent in the first instance and give them a reasonable opportunity to resolve the issue.
- If you have a complaint you will need to tell your Viva Living Property agent (in writing): tell your agent why you are unhappy, setting out the act or omission you believe has occurred, let the agent know what you would like them to do or resolve your complaint
- Follow up any conversations in writing or by email, making a note of the date and time and who you spoke to.
- Keep copies of all correspondence with the agent
- If you receive the agent's final response to a complaint and you remain unhappy, or eight weeks have passed and the complaint is unresolved, an Ombudsman may be able to help

Signed by the Landlords Agent..... *A Rookyard* Dated..... 29/04/2019
Signed by the Tenants..... *CDavis* Dated..... 29/04/2019

About Ombudsman Services: Property

- Ombudsman Services give independent and impartial decisions on complaints. The service is free for consumers (landlords and tenants) to use. They operate under appropriate legislation and with the approval of regulatory authorities and trade bodies such as UKALA. Ombudsman Services are not a watchdog or regulator - their job is to resolve complaints, not punish agents they resolve complaints against. Ombudsman Services are independent so do not take sides.
- In making decisions Ombudsman Services take into account: relevant law, regulatory rules, guidance and standards, code of practice, and what is accepted as industry good practice

What are the timeframes for making a complaint?

There are rules about when Ombudsman Services can accept a complaint. For most complaints you must: complain to a company within twelve months of becoming aware of the issue, and contact us within nine months of first complaints to the company

For some complaints there are different timescales, they may accept a complaint anyway if Ombudsman Services are satisfied that there are exceptional reasons to justify the delay.

How do Ombudsman Services handle complaints?

Ombudsman Services help to resolve complaints as quickly as possible with the most appropriate outcome. They aim to resolve complaints using negotiation. Complaints are usually resolved with six to eight weeks.

Putting things right

Ombudsman Services role is to resolve the complaints appropriately for you. They are not there to punish companies when things go wrong. Ombudsman Services decisions are binding on the agent and are enforceable in court.

Ombudsman Services can require:

- an apology
- an explanation of what went wrong
- a practical action to correct a problem, and or
- a financial award (subject to a limit)

They may also make recommendations to the agent so it can avoid similar problems happening again. If you accept Ombudsman Services' decision you lose the right to the resolution they have offered, but you retain the right to take your complaint elsewhere, such as the courts

Signed by the Landlords Agent.....	<i>A Rookyard</i>	Dated.....	29/04/2019
Signed by the Tenants.....	<i>C Davis</i>	Dated.....	29/04/2019

Fair Processing Notice (Privacy Policy)

(Created April 2018)

This notice explains what information we collect, when **we** collect it and how **we** use this. During the course of our activities, we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

Who are we?

Viva Living Property Limited (Letting Agent), we take the issue of security and data protection very seriously and strictly adhere to guidelines published in the General Data Protection Regulation (EU) 2016/679 which is applicable from the 25th May 2018, together with any domestic laws subsequently enacted.

We are notified as a Data Controller with the Office of the Information Commissioner under registration number A8280277 and we are the data controller of any personal data that you provide to us.

Our Data Protection Officer is Mrs Joni van Olst, Portsmouth Technopole, Kingston Crescent, Portsmouth, PO2 8FA; mobile number 07551 008074.

Any questions relating to this notice and our privacy practices should be sent to Mrs Joni van Olst, Portsmouth Technopole, Kingston Crescent, Portsmouth, PO2 8FA.

How We collect information from you and what information I collect

We collect information about you:

- From your application for accommodation
- From your use of the NLA Forms downloaded and completed from the NLA website (*including but not limited to creating tenancy agreements, guarantor agreements, or notice*).

We collect the following information about you:

- Tenant name, e-mail address, telephone number Date of Birth, address (including any previous addresses), marital status, National Insurance Number, nationality, next of kin, name of university or college where you are studying (if applicable), the name of friends that you are staying with (if applicable);
- Guarantor name, e-mail address, telephone number, Date of Birth, address (including any previous addresses), marital status, National Insurance Number, nationality, next of kin (if applicable);
- Property address; term, rent, deposit, utility and service responsibilities;
- The employment status of tenants and/or guarantors, address, contact details (including email, phone and fax numbers) of the employer/accountant, payroll numbers, length of employment, salary information (including any regular overtime or commission), and any other income received;
- Bank account details of the tenant, including account number and sort code, and any hire purchase/loan agreements/credit cards or store cards that you have; and
- Any welfare benefits that you may be eligible for, or are currently on.

Signed by the Landlords Agent.....
A Rookyard

Dated.....
29/04/2019

Signed by the Tenants.....
C Davis

Dated.....
29/04/2019

Why We need this information about you and how it will be used

We need your information and will use your information:

- to undertake and perform our obligations and duties to you in accordance with the terms of our contract with you;
- to enable us to supply you with the services and information which you have requested;
- to help you to manage your tenancy;
- to carry out due diligence on any prospective tenant, including whether there is any money judgements against them, or any history of bankruptcy or insolvency;
- to analyse the information we collect so that we can administer, support and improve and develop our business and the services we offer;
- to contact you in order to send you details of any changes to our or supplies which may affect you; and
- for all other purposes consistent with the proper performance of our operations and business.

Sharing of Your Information

The information you provide to us will be treated by me as confidential and will be processed only by any of third party, acting on our behalf, within the UK/EEA. We may disclose your information to other third parties who act for us for the purposes set out in this notice or for purposes approved by you, including the following:

- If we enter into a joint venture with or merged with a business entity, your information may be disclosed to our new business partners or owners;
- To carry out due diligence on you as a prospective tenant/ guarantor, including but not limited to the carrying out of affordability checks, due diligence checks and the obtaining of references from relevant parties, whose data you have provided;
- If you request so, your information shall be disclosed in order to determine if there are any money judgements against you, as the prospective tenant/guarantor, or to determine if they have a history of bankruptcy or insolvency;
- If you are unable to make payments under your tenancy, your information may be disclosed to any relevant party assisting in the recovery of this debt or the tracing of you as a tenant; and
- In the creation, renewal or termination of the tenancy, your information will be disclosed to the relevant local authority, tenancy deposit scheme administrator, service/utility provider, freeholder, factor, facilities manager or any other relevant person or organisation in connection with this.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

Signed by the Landlords Agent..... *A Rookyard*

Dated..... 29/04/2019.....

Signed by the Tenants..... *C Davis*

Dated 29/04/2019.....

Transfers outside the UK and Europe

Your information will be stored within the UK, EEA and on the cloud storage and accounting systems, which servers are based in the United States of America and New Zealand.

Where information is transferred outside the UK or EEA, we ensure that there are adequate safeguards in place to protect your information in accordance with this notice, including the following:

The safeguards for your Data Protection for our service providers can be found on:

Evernote Cloud filing system – www.evernote.com

Xero Accounting system – www.xero.com

HostGator website and email hosting – www.hostgator.com

Arthuronline property management system – www.arthuronline.co.uk

Inventory Hive property inventory system – www.inventoryhive.co.uk

Security

We are committed to ensuring that your information is secure. When you give us personal information, we place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Non-sensitive details (your email address etc.) are transmitted normally over the Internet, and this can never be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure its security on our systems.

How long we will keep your information

We review my data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (We may be legally required to hold some types of information), or as set out in any relevant contract we have with you.

Your Rights

You have the right at any time to:

- ask for a copy of the information about you held by us in my records;
- require us to correct any inaccuracies in your information;
- make a request to me/ us to delete what personal data of yours we hold; and
- object to receiving any marketing communications from us.

If you would like to exercise any of your rights above, please contact us lettings@vivalivingproperty.co.uk

Should you wish to complain about the use of your information, we would ask that you contact us to resolve this matter in the first instance. You also have the right to complain to the Information Commissioner’s Office in relation to our use of your information. The Information Commissioner’s contact details are noted below:

Signed by the Landlords Agent.....	<i>A Rookyard</i>	Dated.....	29/04/2019
Signed by the Tenants.....	<i>C Davis</i>	Dated.....	29/04/2019

England:

Information Commissioner's Office
Wycliffe House, Water Lane
Wilmslow, Cheshire, SK9 5AF
Telephone: 0303 123 1113
Email: casework@ico.org.uk

Scotland:

The Information Commissioner's Office – Scotland
45 Melville Street, Edinburgh, EH3 7HL
Telephone: 0131 244 9001
Email: Scotland@ico.org.uk

Wales:

Information Commissioner's Office
2nd floor, Churchill House
Churchill way, Cardiff, CF10 2HH
Telephone: 029 2067 8400
Email: wales@ico.org.uk

Northern Ireland:

Information Commissioner's Office
3rd Floor, 14 Cromac Place
Belfast, BT7 2JB
Telephone: 028 9027 8757
Email: ni@ico.org.uk

The accuracy of your information is important to me - please help us keep our records updated by informing us of any changes to your email address and other contact details

GENERAL DATA PROTECTION REGULATIONS – PRIVACY NOTICE CONSENT FORM

carly Davis

I/We(Tenant full name) confirm that I have read the Privacy Policy and understand the information contained herein.

In brief:

I/We consent to Viva Living Property Limited obtaining and using my information for the purpose of letting the a property only.

Should my application be accepted and progressed into an Assured Shorthold Tenancy, I/We consent to my/our contact information only being shared with our contractors who are required to enter the above property from time to time, with the required notice, for the purposes of doing maintenance and statutory safety checks.

I/We understand that my information will be held on record for as long as we are legally required to do so, which in the event of the application not being proceeded with, is a maximum of one year.

CDavis

Signed by Date 29/04/2019

Agency fees Applicable to this agreement:

- 1. AST fixed term renewal fee:.....£85.00
- 2. AST periodic renewal fee:.....£50.00
- 3. Check in fee (on agreed date and time):.....Free
- 4. Check in fee (if date or time rescheduled within 12 hours):.....£30.00
- 5. Check out fee – first visit on agreed date and time:.....Free
- 6. Check out fee – rescheduled visits (if tenant not ready):.....£30.00
- 7. Inventory – move in on designated date and time:.....Free
- 8. Inventory – move out on first check out date and time:.....Free
- 9. Inventory – move out rescheduled due to tenant not being ready:.....£50.00
- 10. Late rent reminder 1:.....Free
- 11. Late rent reminder letter 2:.....£35.00
- 12. Late rent reminder letter 3:.....£35.00
- 13. Reference request:.....£15.00
- 14. Hard Copy documents (additional copy):.....£15.00
- 15. Lost/stolen/damaged or non return of keys:.....£35.00
- 16. List/stolen/damaged or non return of master keys:.....£100.00
- 17. Room Swap.....£100.00
- 18. Hard copy letters for breach of contract.....£35.00
- 19. Additional letters requested by tenants.....£15.00
- 20. Adding additional people to contract (if approved by agents).....£85.00

Note: Should the agency become Vat registered in the future, such charges will incur Vat, if applicable.

Signed by the Landlords Agent.....*A Rookyard*

Dated..... 29/04/2019

Signed by the Tenants.....*C Davis*

Dated..... 29/04/2019

