

**Housing Act 1988**  
**ASSURED SHORTHOLD TENANCY AGREEMENT**  
**For letting a residential dwelling**

Date: 28<sup>th</sup> February 2018

Parties: The Landlord: **David Graver**

Of: **The Summer House 23 Pulens Lane, Petersfield, Hants GU31 4BZ**

The Landlord's Agent: **David Graver Lettings Ltd**

Of: **South Down House  
Station Road  
Petersfield  
Hampshire  
GU32 3ET**

The Tenant(s) **Alexandra Creese**

Of: **2 St.Marys Abbey Woolmer Hill Road Haslemere GU27 1QA**

Property: The property known as **The Flat, Ashwood House, Petersfield GU31 4BZ** together with any fixtures, fittings, furnishings and appliances listed in the attached inventory

Term: A term certain of **6 months** commencing on the **1<sup>st</sup> March 2018**

Rent: **£695.00 per calendar month, to be reviewed every 12 months.**

Payable: To the **Landlord** in advance by equal monthly payments, on the **1<sup>st</sup>** of the month without any deduction whatsoever, the first payment to be made on the signing hereof.

Deposit: The deposit of **£1042.50 must be paid to the landlord before 1<sup>st</sup> March 2018**

- 1.1 The expression "the Landlord" shall apply to the person who is for the time being entitled to the reversionary interest in the Premises on determination of the Term.
- 1.2 The expression "the Landlord's Agent" shall apply to the company appointed by the Landlord to manage the property. This company has full authority to act for and represent the Landlord in all matters concerning the property.
- 1.3 The expression "the Tenant" includes the persons deriving title under the Tenant.
- 1.4 Where "the Landlord" or "the Tenant" for the time being comprises two or more persons, the obligations made by or with them in this agreement shall be made by or with such persons **jointly and severally (this means that if there is more than one Tenant, each Tenant will be liable for all sums due under the agreement and not just liable for a proportionate part).**

2.1 The Landlord agrees to let and the Tenant agrees to take the Premises for the Term at the Rent.

**The Tenant agrees with the Landlord as follows:**

- 3.1 To pay the Rent during the Term on the days and in the manner stated above.
- 3.2 To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the property), including any

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- which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. **The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services** (i.e. gas, electricity etc.)
- 3.3 To pay for (direct to the relevant authority or supplier) all gas, electricity, fuel oil, and water which is consumed or supplied on or to the Premises and for all telephone calls made throughout the Term, and the amount of all rentals and standing charges for gas, electricity, fuel oil, and water or the provision of a telephone line throughout the Term.
  - 3.4 To pay the amount of the television licence fee [and of any charges for cable or satellite television services for the Premises] throughout the Term.
  - 3.5 To advise the Landlord promptly of any defects and disrepair in or at the Premises for which the Landlord is liable;
  - 3.6 To keep the interior of the Premises and the paint, wallpaper and decorations, fireplaces, window fittings, sash cords, glass doors, and door furniture in good, clean, and tenantable repair and condition;
  - 3.7 **To keep cleansed and free from obstruction all gutters, down pipes, drains, sanitary apparatus, water and waste pipes. 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;**
  - 3.8 To make good promptly all damage and breakages to the Premises and to the items listed in the Inventory that may occur during the Term that are the responsibility of the Tenant (with the exception of fair wear and tear and accidental damage by fire), and to inform the Landlord of any such work undertaken;
  - 3.9 To replace promptly all broken glass with the same quality glass where the Tenant, his family or visitors caused the breakage;
  - 3.10 To keep the Premises well and sufficiently aired and warmed at all times during the Term and to take all such precautions as may be reasonably necessary to prevent water pipes, sinks, WCs, and cisterns within the Premises becoming damaged by frost; and in the event of any damage being so caused by the Tenant's failure to take such precautions, to make good such damage at the Tenant's own expense;
  - 3.11 Preserve the [furniture, furnishings,] fixtures and other items listed in the Inventory from being destroyed or damaged and not to remove them from the Premises;
  - 3.12 Reimburse the Landlord, at the end of the Term, the reasonable costs of the professional washing and cleaning of any carpets, curtains, linens, bedding, upholstery and similar articles which become soiled during the Term where it is reasonable for the Landlord to incur such costs;
  - 3.13 Keep the garden and/or drive of the Premises clean and tidy and to mow the lawns as often as necessary and to keep the flower beds free from weeds and hedges trimmed, and not to lop, top, cut down, remove, or otherwise injure any trees, shrubs, or plants growing upon the Premises, or to alter the general character of the garden.
  - 3.14 Not to make any alterations or additions to the Premises either internally or externally whether structural or otherwise without the Landlord's consent.
  - 3.15 Not to make any alterations or additions to or tamper or interfere with the electric, gas, or plumbing systems, installations, or meters in or serving the Premises without the Landlord's consent.
  - 3.16 Not to carry out any re-decoration of the Premises or any part thereof without prior written consent of the Landlord, and if consent is given, to return the property to its original appearance on vacation.
  - 3.17 Not to do anything or omit to do anything upon the Premises which shall cause damage to or deterioration of its internal or external surfaces or to the coverings or decorations of those surfaces
  - 3.18 Not to place or exhibit any notice board or notice or sign visible from outside the Premises advertising any profession, trade, or business, or any goods or services.
  - 3.19 Not to erect any television aerial, satellite dish, or radio mast, or install cable television, without the prior written consent of the Landlord. In the event of consent being given any equipment must be removed at the end of the Term, if required by the Landlord, and any damage to the Premises made good at the Tenant's expense.

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- 3.20 Not to install or change or alter any locks [or security codes] at the Premises without the Landlord's prior written consent and to provide the Landlord with a set of keys [or the new codes] immediately upon replacement.
- 3.21 Not to leave the Premises unoccupied for any period whatsoever without locking and securing all windows and doors that permit access to the Premises, and to ensure that the security alarms or other security devices are set at all appropriate times.
- 3.22 Not to leave the Premises unoccupied or vacant for any period greater than 21 days at any one time without first giving written notice to the Landlord of the intention to do so.
- 3.23 To use the Premises only for the purpose of a private residence in the occupation of the Tenant.
- 3.24 Not to underlet, share, or part with possession or occupation of the Premises or any part of it, nor take in any lodger or paying guest.
- 3.25 Not to assign the Tenancy without the prior written consent of the Landlord, such consent not to be unreasonably withheld by the Landlord who may, where it is reasonable to do so as a condition of such consent, require the Tenant to enter into a Guarantee of the assignee's compliance with the Tenant's obligations for the remainder of the fixed period of this agreement.
- 3.26 Not to use the Premises or allow the Premises to be used for any profession, business, or trade whatsoever, nor to use the Premises, or allow the Premises to be used, for any illegal, immoral, or improper purpose.
- 3.27 **Not to keep, or permit to be kept on the Premises, any pets without the previous written consent of the Landlord. Any consent given by the Landlord may be withdrawn.**
- 3.28 Not to do, or permit to be done, in or on the Premises, any act or thing which may be or become a nuisance or annoyance (this includes any nuisance or annoyance caused by noise) or cause damage or inconvenience to the Landlord or the Tenants or occupiers of any nearby premises
- 3.30 Not to use or keep in the Premises any type of stove, heater, or lamp burning paraffin (or any type of fuel oil), nor to use, or permit to be used, any electrical apparatus or other equipment of a type or in a condition which might endanger the Premises.
- 3.31 Not to obstruct any access to the Premises.
- 3.32 Not to engage any contractor or otherwise incur expenditure on behalf of the Landlord (except in case of emergency) without the prior written approval of the Landlord.
- 3.33 Not to keep, park, or store any boat, caravan, commercial or similar vehicle at or near the Premises.
- 3.34 To forward without delay to the Landlord any correspondence addressed to the Landlord which is delivered at the Premises, and to inform the Landlord promptly of **any and all notices** affecting the Premises which may be served on the Tenant or left on the Premises or otherwise comes to the attention of the Tenant, including notices under the Party Wall etc. Act 1996.
- 3.35 Upon being giving not less than 24 hours prior notice (except in the case of emergency when no notice shall be required), to permit the Landlord or the Landlord's contractors to enter upon the Premises at all reasonable times:  
(a) To examine the state and condition of the Premises;  
(b) For the purposes of repairing the Premises or carrying out any structural or other necessary repairs to [either] the Premises [or the Building] that can only be carried out by having access to the Premises;  
(c) To view the Premises at reasonable hours in the day time with prospective Tenants or purchasers of the Premises.
- 3.36 Upon the Landlord giving the Tenant notice in writing specifying any repairs, redecoration, cultivation, or other work required to be undertaken by the Tenant, and upon the Tenant failing to carry out the required works within 21 days of service of such notice, to permit the Landlord to enter upon the Premises and to carry out such repairs. The reasonable costs incurred by the Landlord in making such repairs shall be a debt due from the Tenant to the Landlord payable on demand.
- 3.37 To pay to the Landlord all reasonable costs and expenses (including VAT where the Landlord is not able to recover VAT) reasonably incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisers):  
(a) in respect of any action taken by the Landlord in connection with a breach by the Tenant of any obligation on the part of the Tenant contained in this agreement; and

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- (b) in connection with all applications by the Tenant for any consent or approval of the Landlord required by the terms of this agreement, including those incurred in cases where consent is refused or the application is withdrawn.
- (c) pay the reasonable costs of the Landlord or his Agent for each letter the Landlord or Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 3.38 At the expiration or sooner determination of the Term:
- (a) to deliver up to the Landlord the Premises, and the items set out in the Inventory, free from rubbish and in such order, condition, and state as shall be consistent with the due performance of the obligations of the Tenant contained in this agreement;
- (b) not to remove any of the items listed in the Inventory from the Premises and to leave them in the several rooms and places as described in the Inventory or as found at the commencement of the Term; and
- (c) **to deliver to the Landlord all keys [and security devices or codes] for the Premises on expiry of the Term and to pay all reasonable charges incurred by the Landlord in securing the Premises against re-entry where the keys are not returned;**
- (d) **have the premises, including carpets, professionally cleaned immediately prior to vacating the property.**
- 3.39 If any of the Tenant's goods or any goods belonging to the Tenant's household shall not have been removed from the Premises at the expiration or sooner determination of the Term, the Landlord will remove and store such items for 28 days or such other period as is reasonable in the circumstances. The Landlord will notify the Tenant at the last known address that the items need to be collected within this time. If the items are not collected within the said storage period, the goods will be considered abandoned and the Landlord may dispose of them in such manner as is reasonable in the circumstances. The Tenant will be liable for all reasonable removal and/or storage and/or disposal charges incurred by the Landlord. Any proceeds of the sale remaining after expenses relating to storage and disposal have been deducted will be forwarded to the Tenant, provided that there are no outstanding debts to the Landlord. If the Tenant cannot be contacted and the goods remain unclaimed for three months, the goods can be sold and the buyer will have the legal title to them. Any proceeds of the sale remaining after expenses relating to storage and disposal have been deducted will belong to the Tenant, provided that there are no outstanding debts to the Landlord.
- 3.40 **Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.**
- 3.41 Clean the windows of the property as often as necessary and in the last two weeks of the tenancy.
- 3.42 **Not to smoke in the premises under any circumstances.**
- 3.43 The Tenant shall keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and starters as and when necessary.
- 3.44 The Tenant shall replace all batteries in any smoke alarms in the property as needed and is responsible for regular testing of the alarms. The alarms must be kept free from obstruction by the Tenant. The tenant must inform the Landlord if the alarms are not working for any reason.
- 3.45 **The Tenant gives consent for the Landlord or the Landlord's Agent to pass the Tenant's details, and any forwarding address given, on to the relevant utility companies and council tax department in relation to their tenancy at the above property.**
- 3.46 **Any appointments made by contractors or the Landlord's agent with the Tenant for any reason must be kept to avoid the incurrence of a standard call-out charge of £50.00.** If the Tenant wishes to cancel the appointment, the Tenant must inform the Landlord's Agent 24 hours beforehand.
- 3.47 **Two full months' written notice** must be given by the Tenant in order to terminate this agreement. This notice cannot expire before the end of the fixed term.

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**The Landlord agrees with the Tenant as follows:**

- 4.1 To keep the Premises [and the Building] and Landlord's contents insured against loss or damage by fire, tempest, flood, or explosion, and such other risks as the Landlord shall consider appropriate, provided that there should be no liability on the Landlord.
- 4.2 To permit the Tenant paying the rent under this agreement and performing and observing the various obligations on the part of the Tenant set out above, to hold the Premises peaceably without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 4.3 To maintain the property in line with current legislation, specifically Section 11 of the Landlord and Tenant Act 1985. The Landlord will therefore keep in repair and working order:
  - a.) the property's structure and exterior in repair including fabric of drains, gutters and external pipes;
  - b.) the roof, external walls and foundations;
  - c.) the installations for the supply of water, gas, electricity and sanitation, including basins, sinks, baths and sanitaryware and any appliances supplied by the Landlord;
  - d.) the installations for heating water and heating the premises.It is the Tenant's responsibility to keep cleansed and free from obstruction all drains, gutters, sanitary apparatus, water pipes, waste pipes and external pipes. The Landlord is not responsible for fixtures, fittings and appliances for making use of water, gas or electricity belonging to the Tenant. The Landlord is not liable to repair or maintain any part of the property that the Tenant has caused damage to, either deliberately or through negligence or misuse.
- 4.4 To maintain the property in line with current safety regulations regarding electricity, electrical items 'belonging to the Landlord, and gas if applicable.
- 4.5 To allow the Tenant to end the tenancy if the property becomes uninhabitable, e.g. due to fire or natural disasters. However, the Landlord is not liable to rebuild or reinstate the property in these instances.
- 4.6 To register the deposit, if paid, with one of the Government-authorized tenancy deposit protection schemes ('the relevant scheme') and shall inform the Tenant of the details of the relevant scheme and the procedures for recovery of the deposit at the end of the tenancy, including the procedures for resolving a dispute, within 14 days of receiving the deposit from the Tenant. The Landlord shall also confirm to the Tenant the amount of deposit paid, the address of the property to which the tenancy relates, and the contact details of Landlord and Tenant. He shall inform the Tenant of the circumstances in which all or part of the deposit may be retained by the Landlord in relation to the terms of this tenancy agreement.
- 4.7 Two months' written notice must be given by the Landlord in order to terminate this agreement and the notice cannot expire before the end of the fixed term, **unless** one or more of the Grounds cited in Schedule 2 of the Housing Act 1988 are cited (the Grounds are all listed in this agreement under the Forfeiture Clause below).

## Mutual Agreements

- 5.1 The deposit specified above shall be paid by the Tenant on the signing of this Agreement and is to be held by the Deposit Protection Service, for the duration of the tenancy as security against the Tenant's failure to pay the rent or no-performance of his obligations as laid down in this Agreement. This includes any breach by the Tenant of his obligation as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys. No interest will be earned on this deposit by either the Landlord or the Tenant and in the event of the Tenant's fulfilment of his obligations under the terms of this tenancy agreement, the deposit shall be returned to him in full at the end of his tenancy. Should a dispute arise between Landlord and Tenant regarding full or partial return of the deposit, this dispute will be dealt with in accordance with the rules of the Deposit Protection Service. As required by the Housing Act 2004, the Landlord will provide the Tenant with information about the scheme used within 14 days of receipt of the deposit.

- 5.2 In the event that any instalment of rent or any other money payable by the Tenant under this agreement is not paid within 14 days of the day on which it became due, then the same shall carry simple interest at the rate of 4 per cent per annum above the base rate of Lloyds Banking Group plc for the time being in force, calculated on a daily basis from the date upon which the same became payable until the date of payment.
- 5.3 The Landlord may bring a court action to recover possession of the Premises, even if any previous right to do so has been waived, if and whenever during the Term:
- (a) the Rent is outstanding for 14 days after becoming due whether formally demanded or not; or
  - (b) there is a breach by the Tenant of any obligation or other term of this agreement; or
  - (c) the Grounds for possession under Schedule 2 of the Housing Act 1988: Part I, or any of the grounds in Part II of that Schedule other than Grounds 9 or 16 apply (the Grounds are set out in this agreement under the Forfeiture Clause below); or
  - (d) the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors, or has any distress or execution levied on his goods.
- 5.4 The Landlord agrees with the Tenant that any legal notices issued by him or his agent will be delivered either:
- a.) by first class post and proof of posting obtained. The notice will be deemed served two working days after postage; or
  - b.) by hand and records kept of delivery. The notice will be deemed served on the next working day provided it is served by 5pm.
- 5.5 Unless the tenant gives notice in accordance with Clause 3.47 above then at the end of the fixed term the tenancy shall continue as a contractual periodic tenancy from month to month until terminated in accordance with the provisions of this agreement. For the avoidance of doubt, the continuing tenancy shall not be a statutory periodic tenancy.

#### 5.6 Forfeiture Clause

*Important: If either party to this agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice Bureau. In order to exercise his legal rights under this clause the Landlord will first need to obtain a court order.*

If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in the following Grounds:

Ground 1. The landlord occupied the premises at some time as on only or principal home and, having given notice of a possible intention to return, now intends to do so;

Ground 2. A mortgagee of the property wishes to obtain possession to exercise a power of sale and sell with vacant possession. The mortgage is in existence at the start of the tenancy;

Ground 3. Premises, which within the last 12 months have been the subject of a holiday letting, have been let for a fixed term of up to eight months and notice of need for renewed holiday letting has been given;

Ground 4. The premises belong to an educational institution which normally lets them to students, and they have been let within this way for the last 12 months;

Ground 5. The premises were let to a minister of religion and are now required for another minister;

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Ground 6. The Landlord intends to demolish or reconstruct the whole, or a substantial part, of the dwelling or to carry out substantial works on the dwelling, or part of it, and the work cannot be done without the tenant giving up possession. The Landlord cannot use this Ground if the tenancy existed before the Landlord bought the premises or the tenancy follows from a Rent Act 1977 tenancy. If the Landlord is successful and regains possession, they must pay the tenant's reasonable removal costs as per the Housing Act 1988 Section 11;

Ground 7. The tenancy is a periodic tenancy that has devolved under the will or intestacy of the former tenant and proceedings are begun within 12 months of death, or the date the Landlord had notice of the death, even if rent has continued to be accepted. This Ground cannot be used as a legal transmission (a transfer as a gift to a relative for tax reasons) or surviving spouse (Housing Act 1988, Section 17);

Ground 8. That both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is

(a) at least eight weeks rent unpaid where rent is payable weekly or fortnightly;

(b) at least two months rent is unpaid if rent is payable monthly;

(c) at least one quarters rent is more than three months in arrears if rent is payable quarterly;

(d) at least three months rent is more than three months in arrears if rent is payable yearly

as set out in Part I of Schedule 2 to the Housing Act 1988 [as amended by the Housing Act 1996]);

Ground 9. That suitable alternative accommodation is available for the tenant or will be available when the order for possession takes effect;

Ground 10. That there is some rent outstanding both at the time of notice of the intention to commence proceedings and at the time of the court proceedings;

Ground 11. That the tenant has persistently delayed paying rent which has become lawfully due. There do not have to be any arrears;

Ground 12. That one or more of the obligations of the tenancy has been broken or not performed;

Ground 13. That the condition of the premises or the common parts has deteriorated because of the behaviour of the tenant, or any other person living there;

Ground 14. That the Tenant or someone living at or visiting the premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the premises;

Ground 15. That the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the premises;

Ground 16. The tenancy was a service tenancy and the Tenant has left employment;

Ground 17. That the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation

as set out in Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) shall arise, then the Landlord may re-enter the property and the tenancy shall be terminated. Any such action will not restrict or

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limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this agreement.

**N.B. Grounds 1-8 are Mandatory Grounds. If one of these grounds is proven, the court must grant possession to the Landlord.**

**Grounds 9-17 are Discretionary Grounds. If one or more of these grounds is proven, the court will grant possession to the Landlord only if it is 'reasonable' to do so.**

5.7 The Landlord notifies the Tenant that the Tenant may serve notices on the Landlord at the following address:

South Down House, Station Road, Petersfield, Hants, GU32 3ET



The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the Property for the rent and term in accordance with the conditions stated within this Agreement.

Signed for and on behalf of the Landlord:



Landlord's name: David Graver

Date: 28-2-18

Signed by the Tenant(s):

Tenant's name(s): ~~XXXXXXXXXX~~ Alexandra Creese

Date: 28.02.18



~~Date:~~