

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Relating to:

15, Station Road, Filton, BRISTOL, Avon, BS34 7BX, England

Between

Davis Estates Ltd

and



Dated 01/06/2020

Important Notice

This document contains the Terms of the Tenancy and sets out the promises made by the Landlord and the Tenant to each other.

Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which either party does not agree and that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

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THIS AGREEMENT IS MADE on the 01/06/2020

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A. Davis Estates Ltd

of [REDACTED]
("the Landlord")

AND

B. [REDACTED]

of [REDACTED]
("the Tenant")

Permitted Occupier(s):

[REDACTED]

AND IS MADE IN RELATION TO PROPERTY AT:

15, Station Road, Filton, BRISTOL, Avon, BS34 7BX, England

Service of Notice Address for the Landlord

The Landlord notifies the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: 52 Weston Crescent, BRISTOL, Avon, BS7 8UT, England

The Main Terms of the Tenancy

1. Term of Tenancy

The Landlord lets to the Tenant the Property for a period of twelve months. The Tenancy shall start on and include 1 June 2020 and shall end on and include 31 May 2021 but subject to any release clause stated in Schedule 5

2. The Rent

£2,600.00 (two thousand six hundred pounds) per calendar month ("The Rent") payable in advance.

3. Payment Method

The Tenant shall pay to the Agent the sum of £2,600.00 (two thousand six hundred pounds and zero pence) by cleared funds before the start of the tenancy for the period 1 June 2020 to 30 June 2020. Thereafter the Tenant shall pay to the Landlord the sum of £2,600.00 (two thousand six hundred pounds) per calendar month in advance by standing order on the 1st day of each month for every month of the tenancy, the first of such payments being due on 1 July 2020

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4. The Deposit

The deposit amount of £3,000.00 (three thousand pounds) shall be paid by the Tenant in cleared funds prior to the commencement of this Tenancy.

The Deposit is held by the Landlord. At the end of the Tenancy the Landlord, shall return the Deposit to the Tenant, without interest, subject to the possible deductions set out in this Agreement

5. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition.

6. Type of Tenancy

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act

7. Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

7.1. "Landlord" means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.

7.2. "Tenant" means anyone entitled to possession of the Property under this Agreement.

7.3. "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

7.4. "Permitted Occupant" or "Occupant" includes any person allowed to live at the Property under licence to the Tenant and whereby no tenancy is created between the licensee and the Tenant, nor the licensee and the Landlord

7.5. "Agent" means Connells Residential Lettings whose registered address is Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN or anyone who subsequently takes over the rights and obligations of the Agent.

7.6. "Property" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.


7.7. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.

7.8. "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.

7.9. "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

7.10. "Deposit" means money held by the Landlord or Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

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- 7.11. "Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed in writing by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court
- 7.12. "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
- 7.13. "Stamp Duty Land Tax" means the tax payable (if applicable) by the Tenant to the Stamp Office on the signing of this Agreement, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.
- 7.14. "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 7.15. "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 7.16. "Head Lease" or "Superior Lease" means the document which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 7.17. "Working day" means any day excluding a Saturday, Sunday or a Bank Holiday.
- 7.18. The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Agent upon written request
- 7.19. References to the singular include the plural and references to the masculine include the feminine.
- 7.20. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 7.21. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.

The Landlord and the Tenant agree:

to the rental of the Property for the Term and at the Rent payable as set out above and upon the following terms:

- A. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
- B. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
- C. The Landlord and the Tenant agree and confirm the declarations, provisions notices as set out in Schedule 3 to this Agreement.
- D. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.
- E. **(optional if special clauses)** The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.

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**Schedule 1
Obligations of the Tenant**

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Property because of the breach.

1. General

1.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

1.2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if the Tenant forms more than one person if applicable, as explained in Definitions & Interpretation contained within The Main Terms of the Tenancy

2. Paying Rent

2.1 To pay the Rent by as set out in clauses 2 and 3 of The Main Terms of the Tenancy whether or not it has been formally demanded.

2.2 Any monies paid by a third party as agent of, or on behalf of, the Tenant (including monies paid as rent before or during the Tenancy) do not constitute a tenancy between the Landlord and the third party or the Tenant and the third party.

3. Further Charges to be paid by the Tenant

3.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies and to pay costs incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his main and principal home during the Tenancy

3.2. To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:

- gas;
- water including sewerage and other environmental services;
- electricity;
- any other fuel charges;
- telecommunications, including broadband, ADSL lines, cable and satellite if applicable.

3.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:


- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;

3.4. In the event that the Landlord agrees to a request from the Tenant to be released from the tenancy agreement before the expiry of the fixed term, apart from according to a relevant break clause detailed in Schedule 5. The Tenant hereby agrees to pay any reletting costs incurred by the Landlord which have been negotiated and agreed between the Landlord and Tenant as a condition of the Landlord consenting to this request. This cost to be paid within seven days of written demand, which if not paid the Tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the Tenancy.

3.5. In the event that the landlord agrees to a request from a joint tenant (sharer) to be released from the tenancy agreement where the remaining joint tenants wish to remain and the landlord has agreed to accept a replacement joint tenant subject to their passing referencing and Immigration checks the tenant hereby agrees to pay a fee of £50.00 including VAT per tenant to cover the cost of the Change of Sharer process. This cost to be paid within seven days of written demand, which if not paid the Tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the tenancy

3.6. When a tenant has requested in writing for a variation or change to the tenancy agreement and the

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landlord agrees to such a request the landlord or landlord's agents will charge the reasonable costs to vary the tenancy agreement such charge will not exceed £50.00 including vat.

3.7. A default fee will be charged for late payment of rent but only where the rent payment has been outstanding for 14 days or more (from the date set out in the tenancy agreement) this will be calculated at 3% above the Bank of England's base rate for each day that the payment has been outstanding. This cost to be paid within seven days of written demand, which if not paid the tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the Tenancy.

3.8. The tenant is responsible for ensuring that they look after the keys and or equivalent security device for the property throughout the tenancy. If they fail to do so, they will be responsible for covering the reasonable costs of replacement of the lost key(s) or equivalent security device(s). The landlord or agent will set out in writing to the tenant the basis for this charge(s). This cost to be paid within seven days of written demand, which if not paid the tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the Tenancy.

3.9. To pay the television licence regardless of the ownership of the television set.

3.10. To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

4. The Condition of the Property: Repair, Maintenance and Cleaning

4.1. To take reasonable steps to keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Property;
- repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
- damage covered by the Landlord's insurance policy.

4.2. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors

4.3. To inform the Landlord, or the Agent immediately (and preferably in writing) when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.

4.4. The Tenant agrees that where a contractor has made prior arrangements to meet the tenant at the property for maintenance or safety inspections, that the tenant will ensure to keep these appointments, failure to do so may incur a contractor charge for the landlord where the tenant is not home at the appointed time or fails to provide access without first providing at least 24 hours cancellation notice prior to the contractor visit. Therefore, the tenant agrees to indemnify the landlord against contractor costs resulting for missed pre-agreed appointments.

4.5. To keep the Property and Fixtures and Fittings in a clean and tidy condition.

4.6. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition.

4.7. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.

4.8. To test all alarms at least once a month to ensure all smoke alarms and carbon monoxide detectors remain in good working order by replacing batteries where necessary.

4.9. To inform the Landlord promptly if any smoke or carbon monoxide alarm requires maintenance or repair.

4.10. The tenant must not burn any solid fuel at the property without the written permission of the landlord

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which should not be unreasonably withheld.

4.11. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.

4.12. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

4.13. To replace all dead or broken electric light bulbs, fluorescent tubes, fuses and batteries

4.14. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement, or replace any damaged items with articles of the same sort and equal value.

4.15. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

4.16. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. If there is condensation, the Tenant must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

4.17. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.

4.18. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

4.19. To take all reasonable precautions to prevent infestation of the Property, including but not limited to vermin, fleas, insects and bee, wasp and hornet nests and provided the property was not infected at the commencement of the tenancy, and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors and to contact the proper authorities with details of any occurrence of any notifiable infectious or contagious illness or disease

4.20. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions given to the Tenant at the start of the Tenancy.

5. Insurance

5.1. Not to do or fail to do anything that leads to the policy on the Property, or Fixtures and Fittings not covering any part of the losses covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

5.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 5.1 of Schedule 1 of this Agreement.

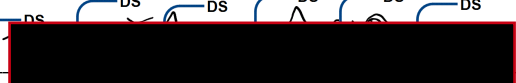
5.3. To inform the Landlord or his Agent (preferably in writing) of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.

5.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 5.3 of Schedule 1 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.

5.5. The Tenant is advised that any insurance held by the Landlord will NOT cover the Tenant's contents or personal possessions. It is the Tenant's responsibility to insure these.

5.6. The Tenant may be held liable for any damages, including damage caused accidentally, to the

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Landlord's property and its contents, fixtures and fittings. The Tenant should ensure he has appropriate insurance cover to help avoid any unnecessary deductions from his deposit for any damage that may occur during the tenancy term.

6. Access and Inspection

6.1. To allow the Landlord, the Agent, any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:

6.1.1. the Tenant has not complied with a written notice under clause 4.3 of Schedule 1 of this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;

6.1.2. the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in Schedule 2 of this Agreement);

6.1.3. a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Property;

6.1.4. the safety check of the gas appliances is due to take place;

6.1.5. the Landlord or the Agent wishes to inspect the Property

6.1.6. to comply with statute and the proper request of any statutory body

6.2. To allow the Property to be viewed by prior mutually acceptable appointment (which shall not be unreasonably withheld), at reasonable times, during normal working hours and at weekends, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Property.

6.3. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Property, during the last two months' of the Tenancy.

6.4. To permit access by appointment (which shall not unreasonably be withheld) to the Property to the owner of a neighbouring property or their authorised workmen or other professional advisors in order to carry out any works required in accordance with the Party Walls etc Act 1996

7. Assignment

7.1. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's or the Agent's prior written consent, which will not be unreasonably withheld.

7.2. Not to take in lodgers or paying guests to include any form of short term lets through Airbnb or similar organisation or allow any person other than the person named as the Tenant or Permitted Occupier in this Agreement to occupy or reside in the Property unless the Landlord or the Agent has given written consent, which will not be unreasonably withheld subject to being eligible to reside/rent in the UK under the Immigration Act 2014.

8. Use of the Property

8.1. To use the Property only as a private residence for the occupation of the Tenant(s) and any permitted occupiers named in this agreement.

8.2. Not to register a company or any form of business at the address of the Property.

8.3. Not to run a business from the Property.

8.4. Not to use the Property for any illegal or immoral purpose.

8.5. Not to hold or allow any sale by auction at the Property.

8.6. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.

8.7. Nuisance and Anti-social Behaviour:

Not to cause or allow household members, or visitors to cause a nuisance or annoyance to the landlord, other tenants, or neighbours within the locality. (Anti-social behaviour includes minor problems with dogs, children, untidy gardens and lifestyle cases through to serious noise problems, violent and criminal

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behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status)

Not to use the Property or allow others to use the Property in a way which causes noise which can be heard outside the Property between 10pm and 8am or a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.

8.8. Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld.

8.9. Not to alter nor interfere with the construction or arrangement of the Property, or the Landlord's Fixtures and Fittings

8.10. Not to damage the floors, wiring , pipes or drains of the Property

8.11. Not to alter or to have made altered or extended any electrical wiring, plumbing or gas installation in the Property

8.12. Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property (including any loft, cellar, garage or outbuilding) which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

8.13. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

8.14. To pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of clause 8.13 of Schedule 1 above.

8.15. Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.

8.16. Not to alter, injure or affix anything to the walls of the Property, or hang any posters, pictures or other items in the Property using blu-tac, sellotape, picture hooks, nails, adhesive, or their equivalents.

8.17. Not to hang any washing outside the Property except in the properly designated areas

8.18. Not to store furniture or possessions in the Property in excess of that reasonably required for the Tenant's living requirements

8.19. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.


8.20. Not to sell or otherwise dispose of the Landlord's Fixtures and Fittings without the Landlord's prior written consent

8.21. Not to place or leave anything in any common area of the building (if any)

8.22. Not to throw or allow to be thrown anything whatsoever from the windows of the Property

8.23. Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Property or any guest or visitor to smoke tobacco, vape or smoke e cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be liable for or to compensate the Landlord for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Property and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in

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the Property.

8.24. Not to barbecue in or on the Property including any balcony, roof terrace or garden if the Property is subject to a head lease; or if the Property is freehold to barbecue only in designated areas as agreed with the Landlord or the Agent;

8.25. To empty the septic tank regularly and at the End of the Tenancy if it has been emptied prior to the start of the Tenancy and proof provided to the Tenant by the Landlord or the Agent if applicable;

8.26. To keep the oil or LPG tank filled during and at the End of the Tenancy and provide proof to the Landlord or the Agent provided it was filled at the commencement of the Tenancy;

8.27. To pay any call out charges if the oil or LPG tank runs dry and the oil or LPG system has to be bled to remove an air lock if applicable;

9. Utilities and Council Tax

9.1. To notify (and provide meter readings where appropriate) to the suppliers of gas, water, electricity, other fuel and telephone services to the Property and the local authority that this Tenancy has started.

9.2. To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.

9.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property and not to install any water meter or pre-payment meter without the written consent of the Landlord or his Agent, which will not be unreasonably withheld.

9.4. Not to change the telephone number without the consent of the Landlord or the Agent.

9.5. To inform the Landlord, or the Agent, of the change of telephone number promptly when the Tenant is given the new number.

9.6. Not to change an account for any utility to a new supplier more than once without the written consent of the Landlord or the Agent.

9.7. To inform the Landlord or the Agent promptly of the name, address and account number of the new supplier upon transfer.

9.8. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.

9.9. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 3.2 of Schedule 1 or by anything done or not done by the Tenant.

9.10. To pay all outstanding accounts with the utility service providers and the council tax during and at the end of the Tenancy.

9.11. To allow the Landlord or Agent to disclose the Tenant's relevant details to a utility supplier comparison service for the purpose of changing utility providers


9.12. To provide a forwarding address to the supplier of the water and sewage service at the end of the Tenancy in order that any outstanding invoices may be settled. The Tenant agrees that should he not do so (and the Landlord is unaware of the Tenant's forwarding address) then the Tenant will remain liable for any cost incurred by the Landlord because the Tenant failed to notify the supplier accordingly.

9.13. Energy Supplier

Disclosure of Tenant's details to Spark Energy

9.13.1 At the start of the lease gas and electricity will be provided, or will be in the process of being provided by OVO Gas Ltd and OVO Electricity Ltd ("OVO Energy"). Spark Energy Limited is a specialist subsidiary of OVO and will provide customer service and support for all aspects of the energy account

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while the property is supplied by OVO Energy. Spark will send you a welcome pack to explain more about your energy account shortly after your move in date. However, this will not prevent the Tenant from changing to a different energy provider if desired.

9.13.2 The Tenant agrees that the letting agent may pass the Tenant's name and contact details to OVO Energy for the purposes of:

- (a) registering the gas and electricity meters at the property in the Tenant's name, providing gas and electricity to the Tenant and administering the Tenant's account;
- (b) registering the Tenant with the relevant local authority for the payment of council tax; and
- (c) registering the Tenant with the incumbent water supplier to the property. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

9.13.3 OVO Energy will use the Tenant's name and contact details to fulfil the Tenant's contract with OVO Energy and only for the purposes set out above. OVO Energy will comply with its obligations as a data controller in the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any other data protection legislation which is enacted in the UK and will handle Tenant's data in the manner set out in OVO Energy's standard terms and conditions and/or privacy policy. OVO Energy will not share the Tenant's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Tenant's details for the duration of the contract. From 25 May 2018, the Tenant is reminded of their rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If the Tenant is dissatisfied with the manner in which OVO Energy handles their details they may lodge a complaint with the Information Commissioner's Office. If the Tenant has any questions regarding the details or use of the Tenant's data held by OVO Energy, the Tenant may contact OVO Energy at 1 Rivergate, Temple Quay, Bristol BS1 6ED or hello@ovoenergy.com.

10. Animals and Pets

10.1. Not to keep any animals or birds or reptiles (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

11. Leaving the Property Empty

11.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of more than 21 consecutive days during the Tenancy.

11.2. To comply with any conditions set out in the Landlord's insurance policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 11.1 of Schedule 1 of this Agreement.

11.3. If you do leave the premises empty for any period of seven days or more, when you return you must run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Property has been vacant and to clean all shower heads every three months to reduce the risk from Legionella bacteria building up in static water.

12. Locks and Alarms


12.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night.

12.2. To set the burglar alarm (if applicable) when the Property is vacant.

12.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.

12.4. Not to install or change any locks in the Property without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency. In such case the Tenant agrees to provide the Landlord or his Agents with one full set of keys to the new locks as soon as reasonably possible.

12.5. Not to have any further keys cut for the locks to the Property without the written consent of the Landlord or Agent (which shall not be unreasonably withheld) and in such case to notify the Landlord or the Agent of the number of additional keys cut.

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13. Garden (if any)

13.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.

13.2. To keep the window boxes borders, paths, and patios, if any, in good order and weeded.

13.3. To cut the grass regularly during the growing season.

13.4. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the written consent of the Landlord or the Agent which will not be unreasonably withheld.

13.5. Not to alter the layout of the garden nor remove any garden furniture or ornaments

13.6. To provide water for plants, trees, shrubs and grassed area unless this is prohibited by the water provider. The Tenant shall not be liable for any plant dying, provided that it has been regularly watered according to its type.

13.7. To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden by prior mutually agreed appointment (which shall not be unreasonably withheld).

14. House Plants

14.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Property, if the houseplant dies.

15. Cars and Parking

15.1. To park in the car parking space, garage or driveway allocated to the Property, if applicable.

15.2. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.

15.3. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.

15.4. Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

16. Refuse

16.1. To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.

16.2. To place all refuse in the dustbin or receptacle made available.

16.3. To dispose of all refuse through the services provided by the local authority and comply with any local authority regulations or byelaws.

17. Notices

17.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent promptly upon it coming to the attention of the Tenant and in particular any notices or orders under the Party Walls Act 1996


17.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Agent promptly.

18. Inventory and Checkout

18.1. To agree that the check-in report of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Property and will be used to assess all damage for check-out purposes at the end of the Tenancy, if a signed copy with any amendments or alterations is not returned to the Landlord or the Agent within seven days of its receipt by the Tenant

18.2. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

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19. Head Lease (if any)

19.1. To comply with the obligations of the Head Lease as far as these relate to the occupier of the Property, provided a copy of the obligations is attached to or included within (in Schedule 5) this Agreement and to reimburse the Landlord for any costs caused by any breach of such obligations.

20. Energy Performance Certificates

20.1. To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

21. End of the Tenancy

21.1. To clean to a good standard, or pay for the professional cleaning of the Property and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Property and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the check in report of the Inventory and Schedule of Condition.

21.2. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 9 of Schedule 1 and to the local authority.

21.3. To provide any alarm codes and return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).

21.4. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

21.5. To pay for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.

21.6. To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.

21.7. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy.

21.8. To vacate the Property within normal office hours or at a time agreed with the Landlord or the Agent.

21.9. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.

21.10. To pay all reasonable removal and/or storage charges when small items are left in the Property which can be easily moved and stored by the Landlord for a maximum of fourteen days.

21.11. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within fourteen days of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

21.12. To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Property is left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any

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remaining costs after the above deductions have been made they will remain the liability of the Tenant.

22. Periodic Tenancy

22.1 If the Landlord agrees to allow the Tenancy to become periodic and the Tenant accepts the offer then should the Tenancy become periodic at the end of this fixed term of this Agreement then the Tenant acknowledges that he must give the Landlord not less than one month's written notice which must also expire on the last day of a period of the continuation tenancy

23. Confirmation of Landlord

23.1. The tenant hereby acknowledges the following;

- that the landlord is Davis Estates Ltd
- that the landlord's name and address is set out on page 2 of this agreement;
- that Connells Residential Lettings are acting merely as agent for the landlord.

24. Immigration Act 2014 – Right to Rent

24.1. The tenant hereby confirms to the Landlord that any person named as tenant or permitted occupier in this Agreement have a current Right to Reside/Rent in the UK under the rules of the Immigration Act 2014, and will immediately advise the Landlord or Agent in writing when any Tenant's Time-Limited Right to Reside has expired, or has not been renewed or withdrawn by the Home Office.

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Schedule 2

Conditions to be Kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

1. Quiet Enjoyment

1.1 To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

2. Consents

2.1. The Landlord confirms that he is the sole owner of the Property and to confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from a Superior Landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

3.1. To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:

3.1.1. the structure of the Property and exterior (including drains, gutters and pipes);

3.1.2. certain installations for the supply of water, electricity and gas;

3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;

3.1.4. space heating and water heating;

but not other fixtures, fittings, and appliances for making use of the supply of water and electricity.

This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 4.3 of Schedule 1 of this Agreement.

3.2. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 3.1 of Schedule 2 above.

4. Insurance

4.1. To insure the Property and the Fixtures and Fittings under a general household policy with a reputable insurer.

4.2. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

5. Other Repairs


5.1. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.


5.2. To provide and maintain the Fixtures and Fittings in good repair and replace any of the items that may become defective due to fair wear and tear during the Tenancy except if the damage has been caused by the Tenant, his family or any visitors, insofar as the Tenant is liable to keep the Property in repair under Schedule 1 of this agreement

5.3. To maintain all gas and electrical appliances and central heating system (if any) and make good or replace any parts which become defective due to fair wear and tear (except for light bulbs and electrical fuses) and not caused by any negligence on the part of the Tenant or the Tenant's visitors and to have all boilers stoves and any other appliance powered by solid fuel gas or oil serviced annually by a qualified contractor

6. Safety Regulations

6.1. To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

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- 6.2. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.
- 6.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 6.4. To ensure that any electrician carrying out electrical work at the Property is a competent person and is a member of an approved scheme.
- 7. **Smoke and Carbon Monoxide Alarms**
To confirm that as from 1st October 2015 the property complies with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and that the landlord has installed a smoke alarm on every floor and carbon monoxide alarm in every room where a solid fuel appliance is present. The landlord hereby confirms these were checked at the start of the tenancy.
- 8. **Energy Performance Certificate**
 - 8.1 To make a copy of the current Energy Performance Certificate available to the Tenant before the commencement of the tenancy
- 9. **Head Lease (if any)**
 - 9.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.
 - 9.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
 - 9.3. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
 - 9.4. To pay all charges imposed by any Superior Landlord for granting this Tenancy.
- 10. **Other Taxes**
 - 10.1 To pay all taxes service charges and other outgoings payable in respect of the Property during the tenancy except for Council Tax or other charges agreed to be paid by the Tenant
- 11. **Inventory and Check Out**
 - 11.1 To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
 - 11.2 To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy
- 12. **Possessions and Refuse**
 - 12.1 To remove or pay for the removal of all rubbish and items which are not to be left by the Landlord for the Tenant's use during the Tenancy

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Schedule 3

General Conditions

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

It is agreed between the Landlord and Tenant as follows:

1. Forfeiture Clause, Ending the Tenancy and Re-entry

1.1. If at any time:

- 1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- 1.1.2. if any agreement or obligation of the Tenant is not complied with; or
- 1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 7a, 7b, 8, 10, 11, 12, 13, 14, 14za 15 or 17 are made out (see Definitions);
the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Property by complying with his statutory obligations; obtaining a court order; and re-entering the Property with the County Court Bailiff. When the Bailiff enforces a possession order the right for the Tenant to remain in the Property will end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement

if any agreement or obligation of the Tenant is not complied with;

2. Early Termination

- 2.1. If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent, council tax, utilities and any other monies payable under this Agreement until the Term expires.

3. Interruptions to the Tenancy

- 3.1. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant. In such case either party may immediately terminate this Agreement by giving written notice to the other party and any rent already paid by the Tenant in respect of any unexpired period of the Tenancy shall be repaid to the Tenant by the Landlord.

4. Personal Information

- 4.1 The personal information of both the Landlord and the Tenant will be retained by the Agent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, the Tenancy Deposit Scheme and any other Deposit Protection Scheme in the event of a dispute or any other interested third party upon formal request.


5. Repossession of Mortgaged Properties (if applicable)

5.1 Owner Occupier: Ground 1

The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlord at least one of them, occupied the Property as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Property as his or his spouse's only or principal home.

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Mortgagee: Ground 2

The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Property is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Property for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so.

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

OR

The Property is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Property for the purpose of disposing of it in exercise of that power.

For the purposes of this clause "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

6 Notices

6.1 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in this Agreement under 'The Particulars - Service of Notice Address for the Landlord' any notice or other communication which is delivered or posted to the Property.

6.2 The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 4.30pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered two working days later.

6.3 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in the Service Of Notice Address for the Landlord clause will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in the Service Of Notice Address for the Landlord clause or the last known address of the Landlord if different; and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered two working days later.

6.4 The tenant thereby agrees to receive and accept copies of Gas Safety Records, EPCs, Prescribed Information Notices, the Government 'How to Rent' booklet, Deposit Scheme leaflets and Deposit Protection Certificates by email.

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Schedule 4

Dealing with the Deposit

The following clauses set out:

- **what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 4 of the Main Terms of the Tenancy;**
- **what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;**
- **the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and**
- **the circumstances in which other monies may be requested from the Tenant.**

1. Deposit

- 1.1** The Deposit will be held by the Landlord. Any interest earned on the Deposit shall be retained by the Landlord.
- 1.2** After the end of the Tenancy the Landlord is entitled, with the written consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.5 of Schedule 4 of this Agreement. If more than one such deduction is to be made the monies will be deducted from the Deposit in the order listed in clause 1.5 of Schedule 4 of the Agreement.
- 1.3** After the end of the Tenancy the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, as soon as administratively possible after the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
- 1.4** If the amount of monies that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within fourteen days of the Tenant receiving that request in writing.
- 1.5** The Landlord with the consent of the Tenant may deduct monies from the Deposit (as set out in clause 4 of the Main Terms of the Tenancy) to compensate the Landlord for losses caused for any or all of the following reasons:
- any damage to or cleaning of the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence as set out in this Agreement in Schedule 2);
 - any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
 - any other breach by the Tenant of the terms of this Agreement;
 - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 -
 - any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Property;
 - any unpaid council tax;
 - any unpaid telephone charges
 - in respect of a Judgement set out in a Court Order where arrears or damages are awarded to the Landlord
- 1.6** The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord holds the Deposit or any part of it.
- 1.7** The Landlord and Tenant acknowledge and agree that if the Landlord does not subscribe to his Agent's management service and a dispute arises over the settlement of the Deposit, then the Agent will not become involved in attempting to resolve any such dispute.
- 1.8** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses contained in clauses 1.1 to 1.7 of Schedule 4.

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Schedule 5
Special Clauses (if any)

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Signatures to the Agreement



DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

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 DocuSigned by:
 Signature: 
 Print name: 

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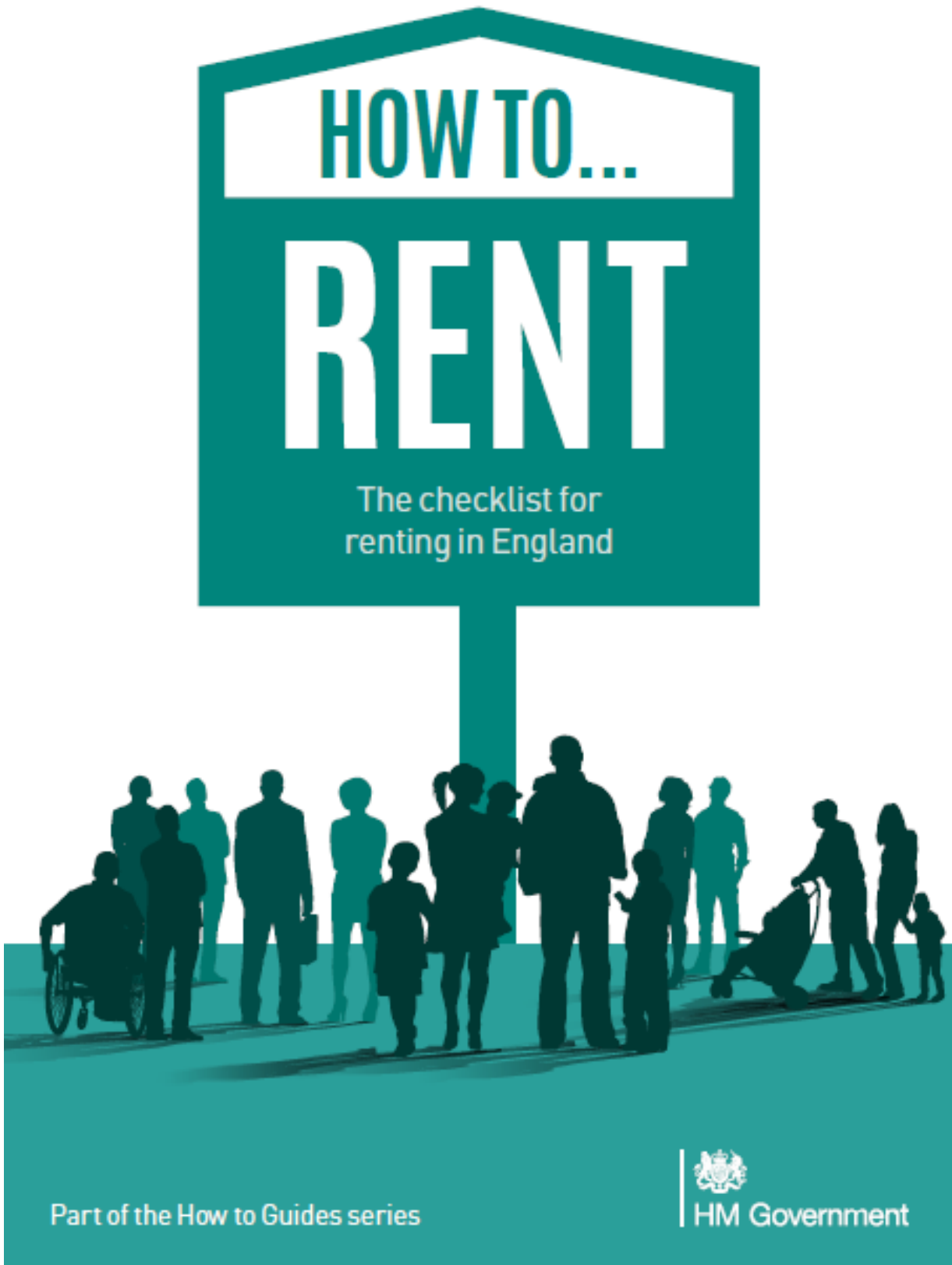
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This information is frequently updated.

Search on GOV.UK for **How to Rent** to ensure you have the latest version.


Landlords cannot use the section 21 (no fault) eviction procedure unless an up-to-date version of this guide has been provided to the tenant.

The online version contains links you can click on to get more information.

If you do not have internet access, ask your local library to help.

Any references to the Tenant Fees Act apply from 1 June 2019.

May 2019

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Assured shorthold tenancies

When you enter an assured shorthold tenancy – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are agreeing to before you sign it.

Your landlord **must** provide you with a copy of this guide, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

Who is this guide for?

This guide is for people who are about to rent a house or flat on an assured shorthold tenancy. Most of it will equally apply if you are in a shared property but in certain cases your rights and responsibilities will vary.



The guide does not cover lodgers (people who live with their landlord) or people with licences – (such as many property guardians for whom specific guidance can be found here) – nor tenants where the property is not their main or only home.

Links

This guide is best viewed online as it contains hyperlinks.



If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information.

They are coloured and underlined like this.

On Android or Windows devices, links work better if you download Acrobat Reader from get.adobe.com/uk/reader.



Before you start

Renting from a landlord or a letting agent?

Key questions:

- Is the landlord or letting agent trying to charge any fees?** From 1 June 2019, tenancy deposits are capped and most fees charged in connection with a tenancy are banned. There are also set procedures in place regarding holding deposits. For more information, please read the [Government guidance](#) on the ban.
- How long do you want the tenancy for?** You can ask for a tenancy to be any time between 6 months and 7 years. This has to be agreed with the landlord.
- What can you afford?** Think about how much rent [you can afford to pay](#). 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- Are you entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord you will receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this [advice about managing rent payments on Universal Credit](#).
- Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and return your original documents to you.
- Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.



Ways to rent a property

Direct from the landlord

- Look for landlords who belong to an [accreditation scheme](#). Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Landlords Association \(NLA\)](#), the [Residential Landlords Association \(RLA\)](#) and the [Guild of Residential Landlords](#) run national schemes.



Watch out for scams!

Be clear who you are handing money over to, and why.

Through a letting agent

- It is illegal for letting agents and landlords to charge certain fees from 1 June 2019. To check the list of prohibited fees and to find out how to report a landlord or letting agent you think is breaching the ban, see the government's guidance on the [Tenant Fees Act 2019 here](#). Where a letting agent is permitted to charge fees, by law, a breakdown of all fees should be clearly visible to you in the agent's office and website including any third party website they advertise on.
- Letting agents must be a member of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.
- If they receive money from you such as rent payments, you should also check they are a member of a client money protection scheme. A list of approved schemes can be found [here](#). By law, this information should also be clearly visible to you.
- Reputable agents are often accredited through a professional body like [ARLA Propertymark](#), [Safeagent](#), [RICS](#) or [UKALA](#).
- Landlords and property agents cannot unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

Looking for your new home

Things to check

- Deposit cap.** Check that the tenancy deposit you're being asked for is not more than five weeks' worth of rent (where annual rent is less than £50,000) or six weeks' rent (where annual rent is more than £50,000).
- Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.
- You may be offered a deposit replacement product as an alternative to a cash deposit.** Depending on the product, you may be required to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent.
- A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without contravening the Tenant Fees Act.** There are several different products available on the market.
- Length of tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period.

- Children, smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- Smoke alarms – and carbon monoxide detectors.** If you have solid fuel appliances like woodburning stoves or open fires, check carbon monoxide detectors are provided. If not, your landlord must install them. They could save your life.
- Safety.** Check that the property is safe to live in. Use the [How to rent a safe home](#) to help you identify possible hazards.
- Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [Tenants' Guide on using the Homes \(Fitness for Human Habitation\) Act 2018](#). You should also check whether your tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

Check who your landlord is

- **They could be [subletting](#)** – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.
- **Ask whether the property is [mortgaged](#).** Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

Houses in Multiple Occupation (HMOs)

HMOs are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs / houses **must by law** give tenants a statement of the terms on which they live in the property.



Landlord Initials DS

Tenant Initials DS DS DS DS DS

When you've found a place

Check the paperwork

- Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can request to use a different version. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, seek [advice](#) before you sign.
- Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords/letting agents cannot charge certain fees – see the [Government's guidance](#) for more information.
- Meter Readings.** Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.
- Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- Code of practice.** Check whether whoever is managing the property is following a [code of practice](#).

The landlord must provide you with:

- **A copy of this guide** *How to rent: The checklist for renting in England* either as a hard copy or, if you agree, via email as a PDF attachment.
- **A gas safety certificate.** The landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you with prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation). Properties let on tenancies entered into after 1 April 2018 must have an [EPC rating of at least 'E'](#) (unless a valid exemption applies).

Landlord Initials 

Tenant Initials 

Protection from eviction

If your tenancy started or was renewed after 1 October 2015 your landlord cannot evict you with a Section 21 notice (no fault eviction) if they have not provided you with these documents.

If your local authority has served your landlord with an Improvement Notice related to necessary repairs in your property, you cannot be evicted with a section 21 notice (no fault eviction).

If there are outstanding prohibited payments or a holding deposit that you are due to have repaid to you under the Tenant Fees Act 2019, you cannot be evicted with a section 21 notice (no fault eviction).

You can still be evicted with a section 8 notice if you break the terms of your tenancy.

The landlord should also provide you with:

- **A record of any electrical inspections.** All appliances must be safe and checks every 5 years are recommended.
- **Evidence that smoke alarms and any carbon monoxide alarms** are in working order at the start of the tenancy. Tenants should then regularly check they are working.

Living in your rented home

The tenant must...

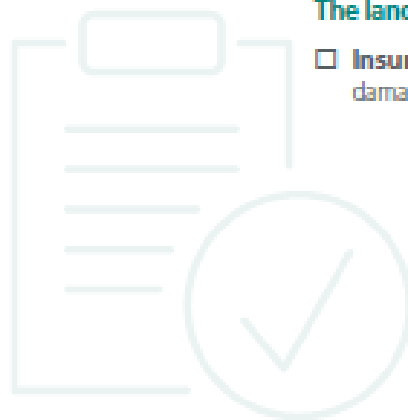
- Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. For more information, please read the [Government's guidance](#) for tenants on the Tenant Fees Act 2019. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- Not take in a lodger** or sub-let without checking whether you need permission from your landlord.



The tenant should...

- Make sure you know how** to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test** your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not report it.
- And don't forget to register to vote.**

If you are responsible for paying the energy bills, you can choose to have a smart meter installed. Guidance about your rights can be found [here](#) and information about how to get a smart meter can be found [here](#). We'd recommend that you tell your landlord before you get one.

**The landlord must...**

- Maintain the structure** and exterior of the property.
- Ensure the property is free from serious hazards** from the start of and throughout your tenancy.
- Fit smoke alarms** on every floor and carbon monoxide alarms in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems** with the water, electricity and gas supply.
- Maintain** any appliances and furniture they have supplied.
- Carry out most repairs**. If something is not working, report it to your landlord or agent as soon as you can.
- Arrange an annual gas safety check** by a Gas Safe engineer (where there are any gas appliances).
- Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- Get a licence for the property** if it is a licensable property.
- Ensure the property is at a minimum of EPC energy efficiency band E** (unless a valid exemption applies).

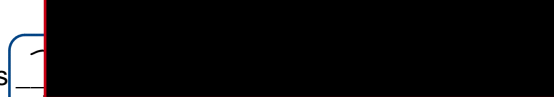
The landlord should...

- Insure the building** to cover the costs of any damage from flood or fire.

Landlord Initials



Tenant Initials



At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

- Do you want to sign up to a new fixed term?** If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.
- Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The Government's guidance on the Act explains whether this affects you. You can download it [here](#).

If you or the landlord want to end the tenancy

The Government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from Shelter or Citizens Advice.

There are things that both landlords and tenants must do at the end of the tenancy:

- Giving notice.** It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months'

notice. If you want to end the tenancy early, you could be charged for this. The Government's guidance on the [Tenant Fees Act](#) contains more information.

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.

- Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).
- Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. Dispose of any unwanted furniture via a local collection service. The landlord is usually entitled to dispose of possessions left in the property after, typically, 14 days. The landlord must let you know, or try to let you know, that they intend to dispose of possessions you leave behind.



If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent. There are often legal protections in place too for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [Independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. Check out these [practical steps for managing your rent payments](#).
- If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- You may be able to take your landlord to court yourself** if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and can also make the landlord pay you compensation.
- If you have a serious complaint about the property** and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [may not be able to evict you](#) with a Section 21 notice (no fault eviction) for 6 months after the council's notice. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.
- Failure to comply with a statutory notice is an offence**. Depending on the notice, local authorities may prosecute or fine the landlord up to £30,000.
- Local authorities have powers to apply for [banning orders](#)** which prevent landlords or

property agents letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the [database of rogue landlords and property agents](#) – you can ask your local authority for more information about this. Landlords or agents may also be added to the database if they are convicted of a banning order offence or receive 2 or more [civil penalties](#) within a 12 month period.

- If a landlord or letting agent charges you a 'prohibited payment'** (a banned fee according to the Tenant Fees Act 2019) or unlawfully retains a holding deposit they could be liable for a fine of up to £5,000 and if there are multiple breaches they could be liable for a fine up to £30,000 as an alternative to prosecution. Local authorities are responsible for issuing these fines.
- If your landlord is making unannounced visits or harassing you** – contact your local authority, or if more urgent dial 999.
- If you are being forced out illegally**, [contact the police](#) and your [local authority](#). If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.

if you live with your partner and you separate, you may have [the right to carry on living in your home](#).

if you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice.

Local authorities have legal duties to help people who are threatened with homelessness within 56 days or are actually homeless.

The local authority should not wait until you are evicted before taking action to help you.

if you are reading a print version of this guide and need more information on the links, please contact us at 2 Marsham St, Westminster, London SW1P 4DF or 0303 444 0000

Further sources of information

Further information about landlords' and tenants' rights and responsibilities can be found [here](#).

The Government's guidance on the Tenant Fees Act can be found [here](#). This includes:

- What the Tenant Fees Act covers**
- When it applies and how it will affect you**
- Helpful Q & A**

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-backed tenancy deposit scheme.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

Client money protection schemes

Your agent must protect money such as rent payments through membership of a government approved money protection [scheme](#).

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme.

- [The Property Ombudsman](#)
- [Property Redress Scheme](#)

Homes (Fitness for Human Habitation) Act 2018

- [Guide for Tenants](#)

Help and advice

- [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- [Shelter](#) – housing and homelessness charity who offer advice and support.
- [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- [Money Advice Service](#) – free and impartial money advice.
- [The Law Society](#) – to find a lawyer.
- [Gas Safe Register](#) – for help and advice on gas safety issues.
- [Electrical Safety First](#) – for help and advice on electrical safety issues.
- [Marks Out Of Tenancy](#) – information for current and prospective tenants.

Also in this series

- The government's ['How to Rent a Safe Home' guide](#) helps current and prospective tenants ensure that a rented property is safe to live in.
- The government's ['How to Let' guide](#) provides information for landlords and property agents about their rights and responsibilities when letting out property.
- The government's ['How to Lease' guide](#) helps current and prospective leaseholders understand their rights and responsibilities.
- The government's ['How to Buy a Home' guide](#) provides information to home buyers.
- The government's ['How to Sell a Home' guide](#) provides information to those looking to sell their home.



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Landlord Initials



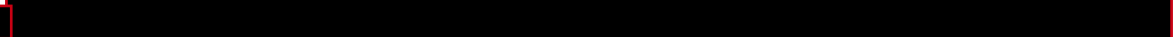
Tenant Initials



Tenants' Confirmation of receipt of documents

Tenancy relating to 15, Station Road, Filton, BRISTOL, Avon, BS34 7BX, England

Tenancy Start date 1 June 2020

We 

confirm we have received the following:

- Gas Safety Record (where applicable)
- Energy Performance Certificate for the property (listed buildings exempt)
- DCLG "How to rent" Document

Smoke and Carbon Monoxide Alarms

We note that these alarms have been checked at the start of the tenancy, and acknowledge that we are advised to test these on the day we have moved in so that we can note their locations, and understand how we should check them as per our tenancy agreement obligations under Schedule 1, clause 4.7. Should these be found to be faulty please advised your landlord/agent immediately.

 06 June 2020 | 07:43 BST
 Signature C352511628FF446... date

 08 June 2020 | 13:15 BST
 Signature date

 03 June 2020 | 16:47 BST
 Signature date

 06 June 2020 | 10:50 BST
 Signature date

 06 June 2020 | 11:33 BST
 Signature date

 04 June 2020 | 19:34 BST
 Signature date

Certificate Of Completion

Envelope Id: 588630F0167C4D32B57774F3B609F6B0
Subject: Please sign this agreement for 15 Station Road
Source Envelope:
Document Pages: 36
Certificate Pages: 3
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Envelope Originator:
Ryan Muspratt
16-20 Hockliffe Street
Leighton Buzzard, Bedfordshire LU7 1GN
Ryan.Muspratt@sequencehome.co.uk
IP Address: 212.67.113.149

Record Tracking

Status: Original
29 May 2020 | 16:38

Holder: [Redacted] ation: DocuSign

Signer Events

[Redacted]

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(None)

Signature

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[Redacted]

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[Redacted]

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Signer Events

Signature

Timestamp



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Signed: 06 June 2020 | 10:50

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Signed: 06 June 2020 | 11:33

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Signed: 04 June 2020 | 19:34

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Filton
filtonlet@connells.co.uk
Connells
Lettings
Security Level: Email, Account Authentication
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Completed

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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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filtonlet@connells.co.uk
Connells
Lettings
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COPIED

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