

Name of Landlord

Name of Tenant

**AGREEMENT**

for an

Assured Shorthold Tenancy

of

Address & postcode of subjects

**Term:**

**From (and including):**

**To (and including):**

**Rent: £ per calendar month**

**Deposit: £**

**Status:**

**Binding date:**

**(Subject to vacant possession)**

- **THIS IS AN IMPORTANT LEGAL DOCUMENT AND SHOULD BE KEPT IN A SAFE PLACE.**
- **IT IS BINDING ON BOTH PARTIES THAT THE FULL PERIOD OF THIS AGREEMENT BE HONoured – PER THE TERMS AND PROVISIONS CONTAINED HEREIN.**
- **PLEASE READ THE GENERAL NOTES ON PAGE 2**

**• IT IS PARTICULARLY IMPORTANT THAT CLAUSE 2 (PAGE 4) BE FULLY UNDERSTOOD. IF IN DOUBT – PLEASE ASK**

**Cooperlets**  
 6a Sea Road, Fulwell  
 Sunderland, SR6 9BX

# ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling house

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## General Notes

1. This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, **this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.**
2. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
3. A notice of assured shorthold tenancy need no longer be served on the Tenant for new tenancies created on or after February 28 1997.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.

## Note for Tenants

- **This tenancy agreement is a legal and binding contract:** The Tenant/s are responsible for the payment of the rent and all utilities for the entire agreed term. This agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- On the last day of the tenancy, no matter the time of handover, the tenant will be deemed liable for the full and entire day up to and including midnight. This is particularly relevant for council tax purposes.
- It is important that the day you vacate the property, is not confused with the end date for your tenancy. You will be advised in writing of the end date of your tenancy, and it is this date we will use to calculate your liability.
- If you are unsure of your obligations under this agreement, then you should take independent legal advice **before signing.**

**DEFINITIONS:** The intention in providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of any dispute, only a court can decide on a definitive interpretation or meaning of any clause, or any part of this agreement.

**The Premises**

The premises include all, or any parts of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.

**Landlord**

A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possessions of the premises.

**Tenant**

A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.

**Joint and several Liability**

The expression joint and several liability means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint tenants.

**Head lease**

Means a Lease (if any) under which the landlord himself holds, or owns the premises and which contains the obligations of which the landlord, or his tenants in turn, may be bound.

**Fixtures and fitting**

References to fixtures and fittings relate to any of the landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.

**The term of the tenancy**

References to the term or the tenancy include any extension or continuation, or any statutory/contractual periodic tenancy which may arise following the end of the period set out on page 1 and 4.

**Stakeholder**

This means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree on the apportionment of any deductions from the deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply with, the tenant's obligations. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or unless an appropriate third party makes a decision.

**Consent of the landlord or his agent**

Where the consent of the Landlord or his Agent is required for the tenant to carry out some action it is strongly recommended that where such consent is granted, the tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.

**Stamp Duty Land Tax**

Following changes, which came into force on 1<sup>st</sup> December 2003, the responsibility for paying any Stamp Duty Land Tax (SDLT) that might be due on a tenancy agreement, is solely the tenants. This is a legal obligation and the Inland Revenue may impose fines or penalties for failure to comply. The calculation of the liability for duty on rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from either [www.arla.co.uk](http://www.arla.co.uk) or [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

**Agent**

Any letting or managing agent, or any other duly authorised person, notified to the tenant, who is acting from time to time on behalf of the landlord.

**Month/Monthly**

Means a calendar month.

**ICE:** The independent case examiner of the Tenancy Deposit Scheme

**The Deposit Holder:** The person, firm or company who hold the deposit under, and is a member of, the TDS.

**AGREEMENT**  
for an  
Assured Shorthold Tenancy

Throughout the following any expression of the masculine gender shall include the feminine and neuter, and any expression of the singular includes the plural.

This Agreement is made on the date specified below between the Landlord and the Tenant. It is intended that the tenancy created by the Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Act 1988 as amended by Part III of the Housing Act 1996. This agreement provides and includes the name and the current address of the Landlord where any legal notices are to be served per S.48 Landlord and Tenants Act 1987. Possession may be recovered by virtue of Section 21 of the Housing Act 1988.

**Parties: (1) The Landlord:**

**of: c/o Cooperlets, 6a Sea Road, Fulwell, Sunderland, Tyne & Wear, SR6 9BX**

**(2) The Tenant:**

**of:**

**(3) The Guarantor(s) (If any) : n/a**

**of: n/a**

**Particulars:**

**The Subjects known as:**

The Rent is the calendar monthly rent of £ (or such other Rent as may be agreed by the Landlord with the Tenant or determined by a Rent Assessment Committee where appropriate) payable in advance **commencing from the** and payable as cleared funds **by the** thereafter in accordance with the Letting Provisions detailed herein.

The Term is a fixed term **of** from and including **the** the fixed term **expiring the**

Any furnishings and effects included in the Tenancy will be listed in the Inventory and all such recorded items shall be deemed to be in good, sound condition, fit for purpose and free of any defect unless specifically noted otherwise.

**Commencement and termination**

1. The Landlord agrees to let and the Tenant agrees to take a Tenancy of the Premises for the agreed Term at the Rent described above and on the conditions of the Letting Provisions set out hereon and to page fourteen inclusive.
2. **(i) The Landlord may end the Tenancy by giving not less than two months notice in writing expiring at any time AFTER the full term of this agreement. The Tenant may end the Tenancy by giving the Landlord in writing not less than forty days notice expiring at any time AFTER the full term of this agreement. The tenant must ensure the notice has been received by the landlord/agent.**  
**(ii) Where neither provision as set out in 2 (i) page 4 of 14 of this agreement has been met a contractual periodic tenancy will automatically begin after the last day of the fixed term tenancy, then monthly thereafter.**  
**(iii) Notwithstanding - where the currency of this agreement has been set for a fixed period of less than six months - the tenant reserves the right to extend tenure up to, but not exceeding, six months - whereupon the above (2(i)) provision applies**  
**(iv) In the event the tenant vacates or intends to vacate on at the end of this fixed term tenancy, they must give at least 40 days written notice of this intention.**
3. Both the Landlord and Tenant bind and oblige themselves and their respective heirs and representatives to implement their respective parts of these presents to each other, and, in the event of any dispute arising between the Landlord and Tenant in respect of this Agreement, the same may be settled by arbitration by an Arbiter to be mutually chosen by the Landlord and Tenant. We certify that this Lease is not a Lease which gives effect to an Agreement for Lease as interpreted by the HM Revenue & Customs in terms of the Guidance Note dated 30/6/94 referring to section 240 of the Finance Act 1994.
4. **Deposit: The Deposit of £ () is paid by the tenants to the landlord's agent. The tenant/s confirm that the only relevant people in relation to the payment of the deposits on this tenancy, are those named on page 1 of 14 of this lease. At the end of the tenancy, and in the absence of an alternative signed written confirmation, we will return any due deposit to the first named tenant on page 1 of 14 of this agreement.**

**ALL DETAIL CONTAINED ON PAGE 4 OF 14 - IN PARTICULAR CLAUSE 2 - HAS BEEN READ AND FULLY UNDERSTOOD AND WILL BE HONOURED UNCONDITIONALLY.**

SIGNED \_\_\_\_\_ PRINT FULL NAME \_\_\_\_\_ DATE \_\_\_\_\_

## A: THE TENANT'S OBLIGATIONS

- A (1) The Premises: To unconditionally accept** the quality and standard of the subjects of let – all structures, fabric, décor and any fixtures, fittings and furnishings, whether internal or external, **as seen and first inspected, examined and approved.**
- A (2) Rent:**  
**To pay the Rent** monthly **as cleared funds no later than the due date monthly** and if the Landlord requires by Bankers Standing Order. Any rent/deposit payments received will be taken as receipt from the tenant/tenants, no matter who makes that payment on their behalf. Third parties payments will always be taken as payment on behalf of the tenant/tenants.  
If tenants request to change the date the rent falls due, they may be asked to pay a pro rata amount, in advance, equal to the difference between the original due date and the new requested date.
- A (3) Where the Tenant is claiming Housing Benefit the Tenant agrees :-**
- (i) To Notify** the Housing Benefit Department or the Local Authority in writing of any change in circumstance which may affect Benefit entitlement and immediately send a copy to the Landlord and his Agent.
  - (ii) To indemnify** the Landlord and his Agent should the Local Authority seek to claim an alleged overpayment of Housing Benefit from the Landlord or his Agent.
  - (iii) To pay** any shortfall in rent to the Landlord / Landlord's Agent from their own resources - as cleared funds no later than the due date monthly.
- A (4) Outgoings:**
- (i) To pay all Council Tax, water rates,** water service charges and any other taxes or impositions which replace them and other rates, taxes, duties, assessments and outgoings in respect of the Premises or the occupier
  - (ii) To pay the cost of all gas, electricity and heating oil** consumed and **all telephone charges** incurred at the Premises during the tenancy (together with any standing charges levied by the appropriate authorities) and not to do anything to cause the disconnection of electricity, gas or telephone facilities. Where the tenants allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.
- A (5) Meters:** Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises. If meters are changed even with the landlords consent any cost incurred in reverting back to the type present at the beginning of tenure will fall wholly to the tenant. Failure to do so will mean a deduction may be taken from the tenants bond.
- A (6) Utilities:** Not to change the supplier or the domestic or services referred to in the above clauses without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with full details of the new supplier and account numbers etc. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted).* The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- A (7) Telephone:** Not to change or transfer any existing number at the premises without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with the details of the new number. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted).*
- A (8) Repair and Decoration:** to keep the interior of the Subjects - all fixtures, fittings, electrical appliances and plumbing installations - wall and floor coverings, ceilings, doors and glass to all windows - in good, clean and tenable repair, decoration and condition throughout the period of agreement. Moreover, the burden of responsibility for the cost of any minor repairs – of whatever type and howsoever occasioned after the commencement of this agreement and not exceeding £25 shall fall to the Tenant – as it would a normal householder.
- (i) To notify** the landlord or his agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the premises or any shared common areas that must/can be accessed by the tenant during this tenancy. which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the premises itself. The tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- A (9) Alterations and decorations:** Not to cut, damage, alter, rearrange, remove or interfere with any solid fixtures or physical structures of the subjects and loose or moveable contents (whether internal or external) and not to paint or redecorate or otherwise alter any aspect of the subjects without first obtaining written consent from the Landlord/Landlord's Agent to the colours and materials to be used and before the work is started.
- A (10) Fixings:** Not to glue - nail - screw or otherwise fix anything whatsoever to the interior or exterior of the subjects or the contents without the Landlord's/Landlord's Agent's prior written consent. In particular this provision applies to

Initial.....

any pictures, posters (and the like) to any walls, ceilings or doors.

- A (11) **TV/VCR/Audio Equipment: The Tenant accepts that any TV/VCR/Audio equipment, including any reception aerials,** left in the premises **are by courtesy** of the Landlord and any defect or failure to perform will not constitute a cause for complaint. **The Tenant will be responsible for the TV licence.**
- A (12) **Drains, Gutters, Chimneys and Access:** Not to cause any obstruction to the drains or any jointly used access and to keep all drainage outlets and gutters clear of any blockage, the chimneys swept when necessary (at least annually) and any jointly used access clean and tidy and to pay any consequential remedial and reinstatement costs attendant to a default of this provision
- A (13) **Gas Appliances:** If the tenant brings into the premises any gas appliance(s), They must ensure that they are safe to use and properly connected to the appropriate pipework in the premises by a suitably qualified Gas Safe engineer and to immediately stop using and remove any such appliance which is, or has become known to be, unsafe or dangerous to either the occupants or the premises. The landlord/agent must be notified in writing if any appliances are brought in.
- A (14) **Electrical Circuits:** To take care not to cause an overload of the installation by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- A (15) **Light Bulbs:** To take care to replace or have replaced appropriately light bulbs fluorescent tubes, fuses etc, as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.
- A (16) **Smoke Alarms and Carbon Monoxide Detectors:** to test at regular intervals any battery operated fitted in the premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the landlord or his agent.
- A (17) **Assignment, Novation and Surrender**  
Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees
- A (18) **Use:** To use the Premises solely as a private residence and not to use or permit them to be used for any improper, immoral or illegal purpose. Moreover, the Tenant shall not carry on or permit to be carried on upon the premises any profession, trade or business whatsoever nor do anything or suffer to be done on the premises or elsewhere anything which may be or may become a nuisance, annoyance or inconvenience to the Landlord or the Tenants or Occupiers of any neighbouring premises or which may vitiate any insurances to the Premises or increase the premium for such insurance cover.
- A (19) **Animals:** Not to keep any dog, cat, bird, reptile, insect or any kind of pet animal in or on the premises without first obtaining the Landlord's written consent. Any such consent so given may be subsequently withdrawn at any time conditional that there be reasonable grounds for the reversed decision.
- A (20) **Anti Social Behaviour:** To ensure that nothing shall at any time be done within or upon the subjects of let that shall offend - nuisance - damage - disturb - annoy - injure or inconvenience any adjoining, neighbouring or conterminous property and / or its occupiers.
- A (21) **Fire, Theft attempted Theft,** In the event of loss or damage by impact or other causes to the landlord's premises or its contents, to promptly inform the authorities as appropriate and the landlord or his agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the landlord or his agent to assess whether to make a claim on any relevant insurance policy.
- A (22) **Insurance** Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord. **The Tenants are responsible for Insuring their own personal effects and belongings.**
- A (23) **Security Alarm:** where a fully functional alarm system is installed the said system must be operational at all times when the premises are left unattended. The security number must not be changed or passed on to any third parties.

- A (24) Locks:** Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld. If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees. If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage. Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.
- A (25) Security:** to take adequate precautions to keep the premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the premises are empty.
- A (26) Venting and Airing:** to ensure that all rooms are adequately heated and vented as appropriate to avoid damage by dampness – especially in those rooms where there are frequent periods of high humidity – i.e. kitchen, bathrooms, én-suite/shower rooms and laundry/utility rooms, so as to prevent the build up of condensation. Moreover – central heating radiators may not be used as a means for the drying of wet or damp fabric of whatever type., during the tenancy. Where any sign of condensation build up occurs it must be reported to the landlord/agent without delay.
- A (27) Dangerous Materials:** Not to keep on, or bring into the premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.
- A (28) Frost Damage:** to take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of October to March, to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings. All material frost and/or water damage due to the direct negligence of the tenant must be made good whereupon the burden of all costs shall fall to the tenant.
- A (29) Cleaning:** to clean or where appropriate wash the Premises and the contents (if any) as often as may be necessary or appropriate, thereby maintaining the original standard and quality of same. Also to clean or have cleaned, both internally or externally, any reasonably accessible windows of the premises as necessary during the tenancy.
- A (30) Infestation:** During the tenancy, to take such reasonable precautions expected to a householder to keep the premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.
- A (31) Garden:** Where a garden and/or patio area is included in the Tenancy the Tenant agrees to use it as a private garden only and to keep it clean and tidy properly cultivated and free from weeds and the grass regularly mown so maintaining, at least, the original standard throughout the period of agreement.
- A (32) Party Walls:** In order to comply with the requirements of the Party Walls Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the landlord's premises in order to carry out any work required to the premises or their neighbouring property under the Party walls Act 1996.
- A (33) Refuse:** not to leave any domestic or garden refuse out-with the boundary of the subjects except on the day of collection by the Local Authority and always in a properly enclosed receptacle - securely bound and correctly positioned.
- A (34) Entry by Landlord/Landlord's Agent:**  
**To allow** the Landlord or the Landlord's Agent to enter the Premises at any time, **without the Tenant's obligation to be present**, but conditional that a minimum of 24 hours notice be given:-  
 (i) to inspect and examine the condition of the Premises **at ten to twelve weekly cycles – concurrently after the commencement of tenure**  
 (ii) to carry out repairs &/or maintenance as and when considered necessary or appropriate by the Landlord or Landlord's Appointee.  
 (iii) to grant the Landlord/Landlord's Agent access when no more than two calendar months of the agreed term remains un-expired to show **prospective purchasers and/or tenants** around the property. All such viewing shall be accompanied by the Landlord/Landlord's Agent who shall be required to give no less than 24 hours notice for such viewing. No request for viewing during normal daytime hours to be refused. To allow a For Sale or To Let board to be displayed at the premises.
- A (35) Costs:** Any costs properly incurred by the Landlord in enforcing the terms hereof, including enforcing terms after the termination of the tenancy will be the responsibility of the Tenant. Such costs can be taken from the tenants

bond.

- A (36) Costs:** where the tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the premises set out under this agreement, the tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with the landlord or his agent, or earlier if urgency requires it, of being asked in writing to do so by the landlord or his agent. After that time, the landlord or his agent may notify the tenant that the landlord is arranging for the work to be done and in such circumstances the tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.
- A (37) Interest on payments arrears: If any rent or other sum due from the Tenant under this Agreement remains unpaid,** (whether formally demanded or not) you will be required to pay interest at the rate of 3% per annum above the Bank of England base rate for any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.
- A (38) Head lease: Where the Landlord's interest is derived from another lease ("the Head lease") then:-**
- (i) The Tenant will observe the restrictions in the Head lease applicable to the Premises.
  - (ii) The Premises are subject to the reservations and rights of entry in the Head lease.
- A (39) General Care of Property and Contents :**
- (i) **Where any furnishings and effects are included in the agreement** the Tenant agrees to maintain their current condition throughout but with reasonable latitude for normal wear and tear, and not to remove any such Contents, for whatever reason, from the Premises nor move them from the room in which they were originally positioned - without the prior written consent of the Landlord.
  - (ii) During the period of tenure – the burden of **responsibility for the general care, well-being and security** of the subjects shall **fall wholly to the Tenant** and in particular as it might **apply to any accidental and/or malicious damage** and howsoever occasioned to any external and/or internal structure, fabric, fixture, fitting or furniture to that which forms part of the subjects of let.
  - (iii) Fixtures and Fittings: not to remove from the premises any of the landlord's, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the landlord or his agent, (*In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted*). Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned, within reason, to the same places from which they were removed.
- A (40) Vacation of Premises:** not to vacate the Premises or leave them unoccupied for more than 21 consecutive days except on the expiry of the term of the tenancy and thereby having given a valid Notice to Quit. In any event, on vacation, to deliver all keys to the Landlord or his Agent and to pay rent up to the date of either vacation - the hand-back of keys or expiry of such notice whichever is the last
- (i) Before leaving the premises empty or unoccupied for any continuous period in excess of 21 days, to notify that landlord or his agent in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the premises and its contents whilst being left empty or unoccupied.
- A (41) Repossession During the Term Hereof: (Forfeiture):** The Tenant accepts that **the Landlord will be entitled to bring this tenancy to an end during the currency hereof** in terms of Section 8 Schedule 2 on whatever ground(s) be deemed appropriate (1-17) of the Housing Act 1988. In particular - the Tenant accepts that should the property be the subject of a Heritable Security - granted before the creation of the tenancy - then Ground 2 of this Act may be exercised in the event of a serious default by the Mortgagee to the Mortgagee.
- A (42) Repossession at Expiry Hereof: The Landlords hereby gives notice to the Tenant that** they have at some time before the beginning of the proposed Tenancy occupied the property as their principal home and that in either event, possession of the dwelling house may be required on Ground 1 or Ground 2 of Schedule 2 of the Housing Act 1988 (being subject to a mortgage granted before the start of the Tenancy).
- A (43) Forfeiture :** It is hereby agreed and unconditionally accepted by the Tenant's subscription hereto that **if either the Landlord or the Landlord's Agent** were either jointly or severally **induced to grant the tenancy by any form of false statement** made knowingly or recklessly **by either the Tenant or by a person acting at the Tenant's instigation** – the Landlord shall be entitled to re-enter upon the property (subject always to any statutory restriction on his power to do so) and **immediately thereupon the tenancy shall be absolutely determined** without prejudice to any other remedy.
- A(44) Immigration Action 2014:** The Tenant hereby agrees to abide by his duties under the Immigration Act 2014 (or any subsequent legislation). The tenant is required to carry out appropriate checks in order to ensure that all Approved Occupies of the Property have the right to reside in the UK before they are allowed to live at the Property and to carry



out follow up checks during the tenancy, where required. The Tenant agrees to keep appropriate evidence of such 'Right to Rent' checks as required by legislation and provide copies of such evidence to the Landlord on request.

**A(45) Additional Liabilities:** The tenant will be wholly responsible for any reasonable cost incurred by any persons, or companies who attend the property at the tenants request. This would include any abortive callout charges where a tenant fails to give access to an appointed person or company on a pre arranged and fixed appointment, reasonable costs to be deducted from the security deposit. Also included, those occasions where repairs and maintenance issues are reported but subsequently not substantiated on inspection by an appointed person or company. This would also include any repair or issue reported only to be found the responsibility of any homeowner or person living in a tenant like manner.

## **B: AT THE END OF THE TENANCY**

- B (1) At the determination of the tenancy** to deliver up to the Landlord the Premises and the Contents ( if any ) in accordance with the Letting Provisions and clear of the Tenant own effects. Moreover the Tenant accepts the unconditional obligation to hand-back the subjects - all fabric, effects, fixtures and fittings to a standard equal to that which existed when occupancy first commenced save that of fair wear and tear. **Failure to meet this obligation would prejudice the level of refund from the deposit/bond.**
- (i) The Tenant hereby agrees that the Landlord/Landlords Agent will carry out all **utilities meter readings**, and a **full inventory and dilapidation review** sometime within 24 hours of the termination of the lease. **The Tenant also agrees to be present at the time of this review.**
  - (ii) Before the maturity of the lease, or at the time of the appointed checkout, the Tenant hereby agrees to pass to the Landlord/Landlords Agent **a forwarding address, any appropriate telephone and/or fax and/or E-mail number** (for any deposit refund, further communication and /or use by a Government Authority and/or Utilities Supplier).
- B (2) Cleaning:** To clean (or pay for the cleaning to) a good standard, the premises, its fixtures and fittings, including the carpets, curtains, blankets, bedding, upholstery etc. which have become soiled, stained or marked during the tenancy. To provide upon request, to the landlord or his agent to demonstrate compliance with this clause.
- B (3) Refuse:** To remove all the tenants refuse and rubbish from the premises and to ensure that it is stored outside in proper receptacles and , where appropriate, and make arrangements for the local authority or others for its prompt removal at the expense of the tenant.
- B (4) Gardens:** To ensure the gardens, to include all plants, borders, tree & shrubs are tidy and free from weeds. Lawns are mowed and of a similar condition to that first found at the start of the tenancy giving allowance for the time of year and natural life span of any specific item.
- B (5) Keys:** To return all keys to the premises (including new and additional or duplicate keys cut during the tenancy) in addition all access controls remote or electronic allowing access to any area of the subjects or development. These should be handed to the landlord/agent on the last day of the tenancy at the time of the appointed checkout.
- B (6) Inventory and Conditions Report:** At the end of the tenancy the tenant agrees to replace all items to the same areas of the premises (as far as practicable) as at commencement of the tenancy, to co-operate with the checking of the inventory and conditions report.
- B (7) Possessions:** To remove all personal belongings, property and personal effects or foodstuffs, or furniture, from the premises on or before the last day of the tenancy and before the appointed checkout time. To be liable for any expense incurred by the landlord/agent in failure to comply with the clause.
- B (8)**
- (i) **Abandoned:** Any of the tenants belongings, property, personal effects, foodstuffs or furnishings and equipment left behind at the premises will be considered abandoned if, after end of the tenancy and after the expiry of 7 days; no response has been given to a letter provided to the outgoing tenant/tenants sent to the forwarding address they provided and last known address to advise them of the items left.
  - (ii) After this time the landlord/agent may remove and store, or after 1 further month, dispose of the items as he sees fit. The tenant will remain liable for the fair cost of arranging such removal, storage or disposal and such cost may be deducted from the sale of proceeds (if any) or deposit and any surplus costs after such deductions will remain the liability of the tenant.
  - (iii) Where the tenancy has been ended without a formal checkout procedure having first taken place, any items as set out in clause B (7)(i) will be deemed as having been abandoned. The landlord/landlords agent may remove, store, dispose of such items and the cost of doing so can be taken from the deposit.
  - (iv) Where these items are of bulky or unwieldy nature (either individually or as a collection) which may inhibit, or unreasonably inconvenience the landlords or other persons immediate ability to comfortably occupy, or make use of, or relet, or sell the premises, or any part of the premises, the landlord reserves the right to charge the tenant damages or compensation at the rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by the tenant, or in line with clause B(7) (i)

## **C: THE LANDLORDS OBLIGATIONS**

**PLEASE NOTE: These are the things that the landlord agrees to do or not to do. If the landlord breaks, or fails to comply with any of his obligations in this agreement or his statutory obligations the tenant may be entitled to claim damages or compensation from the landlord, or to seek legal remedies against the landlord.**

### **C. THE LANDLORD AGREES WITH THE TENANT as follows:-**

- C. (1) The Premises:** to keep and the landlord's contents (if any) insured for such sums and on such terms as the landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the landlord considers necessary from time to time.
- C. (2) Quiet Enjoyment:** not to interrupt or interfere with the tenant's lawful occupation, enjoyment or use of the premises other than in an emergency or in the normal and lawful process of exercising or implementing the landlord's rights and obligations under this agreement and having provided at least a minimum of 24 hours prior written notification.
- C. (3) Repairing Obligations:** to comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.
- C. (4) Safety:** to take reasonable steps to ensure that the landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with landlords obligations under the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc., (Safety) Regulations 1994.
- C. (5) Ownership:** the landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to sign this agreement have been obtained.
- C. (6) Tax:** where the landlord's normal place of abode is not in United Kingdom he agrees to nominate a representative or appoint an agent to whom the rent due under this agreement shall be paid. If the landlord fails to appoint such a representative or agent the landlord agrees that the tenant will be entitled to deduct, and hold for payment to the Inland Revenue, base rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident landlords.
- C. (7) Keys:** to provide, from the outset of the agreement, **one full set of keys to the subject**. The cost of cutting any additional keys falls to the Tenant and any such extra sets must also be handed back when tenure ends.
- C. (8) Contact:** Where the Landlord has not engaged the services of a Managing Agent - **the Landlord agrees to pass to the Tenant a contact address and telephone number upon occupancy and for use during the term of Lease. Any changes in such contact detail must also be notified to the Tenant immediately.**
- C. (9) Mortgagee Approval:** **The Landlord hereby confirms** that should the property be or become the subject of a **heritable security** the Mortgagee has been advised and given **formal approval to the letting arrangement**. Proof of such must be made immediately available by the Landlord should the Tenant so request at any time. Notwithstanding the Landlord agrees that the Agent may also seek confirmation of such approval from the Mortgagee at any time.
- C. (10) Ground Rent:** Any Ground Rents charges to the subjects **fall solely to the Landlord**

### **D: DEPOSIT**

- D. (1) The deposit will be held by the Agent as Stakeholder**
- D. (1.2)** The Agent is a member of the Tenancy Deposit Scheme. (TDS Insured) Operated by the Dispute Service (TDS)
- D. (2)** Any interest earned will belong to the agent:
- D. (3) The deposit will be taken for the following purposes:**

- (i) Any damage/re-instatement, or compensation for damage/re-instatement, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- (ii) Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.
- (iii) The reasonable costs incurred in compensating the landlord/landlords agent for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings, and those noted in Section A45 in entirety.
- (iv) Any reasonable cost incurred in enforcing, correcting, any failure of the tenant to complete a formal checkout and property handover on the appointed and pre-arranged day. These costs would include the reasonable cost of additional visits after the pre-appointed checkout to allow the tenant/tenants or their appointed representative to fully comply with the tenant/tenants obligation under the terms of this agreement. In particular their obligation to hand back the premises to the satisfaction of the landlord/landlords agents and as set out in section B of this agreement.
- (v) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- (vi) Any reasonable cost incurred in bringing the gardens, lawns, borders, trees, plants & shrubs back to the condition they were in at the start of the tenancy. Making allowance for the time of year and natural life span of items as listed. This would not include any work that would normally be the responsibility of the landlord.
- (vii) If a special condition under section (F) has been included the deposit may be used to bring any correction due under the terms of that special condition that has not already been done to the satisfaction of the landlord/landlords agent. This would include additional cleaning specifically requested in the pre-agreed condition.

**Joint tenant consent to adjudication**

There being multiple tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

**Protection of the deposit:**

**D. (4) The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:**

Tenancy Deposit Scheme  
 1 The Progression Centre, 42 Mark Road, Hemel Hempstead, Herts. HP2 7DW  
 phone 0300 037 1000  
[www.tenancydepositscheme.co.uk](http://www.tenancydepositscheme.co.uk)

**AT THE END OF THE TENANCY:**

- D. (5) The Agent/Member must tell the tenant within 14 working days of the end of the tenancy if they propose to make any deductions from the Deposit
- D. (6) If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 14 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- D. (7) The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 14 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- D. (8) If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to D (9) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- D. (9) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses D(5)(6)(7)(8) above.
- D. (10) If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of Tenancy Deposit Scheme from time to time, shared equally between the Landlord and the

Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

**E: IT IS AGREED BY BOTH PARTIES :-**

- E. (1) Rent Arrears/Breach of Agreement: (Forfeiture) :**  
If at any time the whole or any part of the rent shall be unpaid for 14 (fourteen) days after it becomes due (whether legally demanded or not ) or if there shall be any breach of any of the Tenant's obligations herein the Landlord shall be entitled ( in addition to any other right ) to seek repossession of the whole or any part of the Premises (per A.42 herein) whereupon this tenancy shall immediately then terminate but without affecting the Landlord's right to sue the Tenant for any antecedent breach of the Tenant's covenants contained herein.
- E. (2) Fire / Flood: If the whole or any part of the Premises shall be destroyed** or made uninhabitable by either fire or flood then unless the Tenant has broken the Letting Provisions the payment of the Rent or the appropriate part of it shall - - according to the extent of the damage - be suspended until all or the appropriate part of the Premises has been reinstated and made fit for habitation
- E. (3) Deposit:**
- (i) **The Tenant shall** on the signing hereof agree to pay the Deposit to the Landlord / Landlord's Agent which, will be returned (without undue delay) after the end of the tenancy - without interest less any appropriate deduction for any rent then unpaid or any other sum due hereunder or any other expense arising or occasioned by any breach of the Tenant's obligations herein.
  - (ii) **Should the Deposit monies be insufficient** to meet such requirements per E (3)(i) above then the tenant shall be fully liable for the difference.
  - (iii) **Deposit monies may not be used or considered as a substitute or off-set** for any rent obligation during the currency of the agreement and in particular this provision relates to the Tenant's final months obligation.
  - (iv) **For the avoidance of any doubt** - Cooperlets would, if appointed, act "**as Stakeholder**" for the Landlord as opposed to "**Agent**".
- E. (4) Interpretation:** The paragraph headings do not affect the construction of this Agreement
- E. (5) Parties:**(a) **Where more than one person is named as Tenant** their obligations will remain joint and several throughout the term of lease and until it's determination. (b) **References to "the Landlord"** include those entitled to the reversion of this tenancy.
- E. (6) Rent Review: The monthly rental shall be fixed only for the term of this agreement** and thereafter the Landlord reserves the right to review and adjust in line with the prevailing headline rate of inflation and/or market fluctuations generally.
- E. (7) Mail: The burden of responsibility** for the ongoing arrangements for the forwarding of all mail **shall fall solely to the individual parties herein** – whether Landlord or Tenant – and not the Agent.
- E. (8) Central Heating/Electrical White Goods: For the avoidance of any doubt** and where such equipment is included in the agreement it is agreed that the burden of responsibility falls to the Tenant for **the general caring of** :- the Central Heating system, any cooker, fridge, freezer, dishwasher, washing machine and all/any other electrical, mechanical or plumbing items. All must be used correctly and kept good throughout the lease period. The Tenant must make good any accidental and/or physical damage sustained to or in consequence of any such mishap. Notwithstanding - the burden of responsibility for **the Annual Maintenance of the Central Heating System and Boiler** falls solely to the Landlord (per C3 herein).
- E. (9) Extended Tenure: For the avoidance of any doubt** - it is mutually agreed between both parties (Landlord and Tenant) that if before the expiry date of this agreement neither party has formally advised the other by their respective obligation (per Clause 2 page 4 hereof) to either repossess or vacate the subjects - then all provisions contained herein shall remain valid but conditional that **both parties shall thereafter reserve the right to invoke Clause 2 page 4 at anytime after the original expiry date. Notwithstanding - the Landlord shall maintain the right to again review upwards the rent for successive six month periods after the initial Agreement period.**
- E. (10) The Guarantor(s) (if any) Agrees With The Landlord:**
- (i) **That during the Tenancy** the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.
  - (ii) **Should the Tenant fail** to pay the rent (or defaults in carrying out the Tenant's agreements and obligations) that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses (arising out of or in connection with the Tenant's failure to pay or default) incurred by the Landlord in connection herewith.
  - (iii) **It is agreed that the Guarantor's liability** under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the Terms of the Tenancy or act, neglect or giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreement or obligations and if the Tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered.  
Any liabilities accrued at the date of surrender will continue unaffected. The Guarantee will continue and apply to

Initial.....

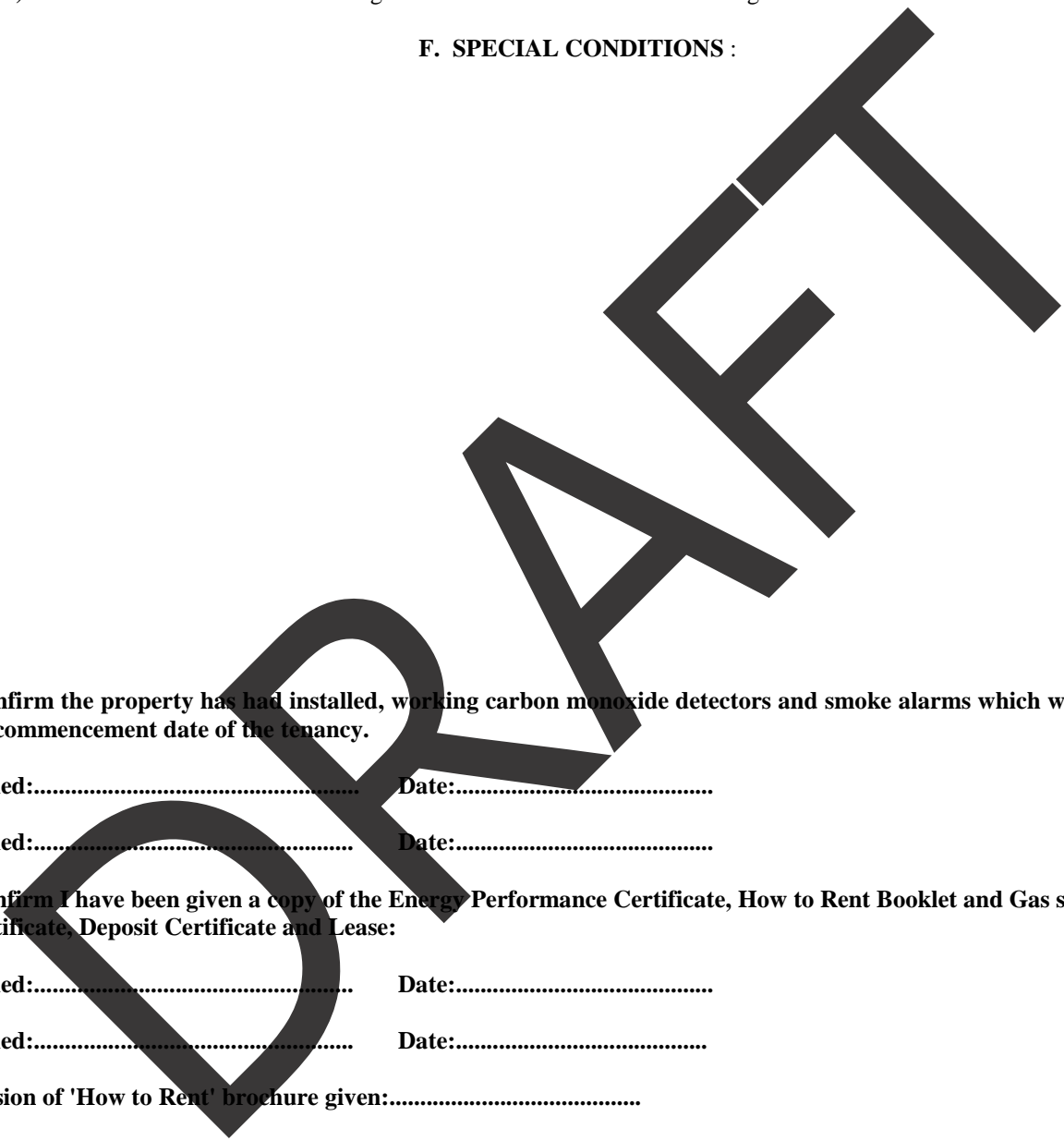
any extension of the Tenancy and to any Statutory/Contractual Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties.

**DATA PROTECTION AND CONFIDENTIALITY**

Letting agents may share details about the performance of obligations under this agreement by the landlord and tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for reference purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional dept tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect. For full information see attached Privacy Policy.

**E. (11) WE CERTIFY** that there is no agreement for lease to which this lease gives effect.

**F. SPECIAL CONDITIONS :**



**I confirm the property has had installed, working carbon monoxide detectors and smoke alarms which were tested on the commencement date of the tenancy.**

**Signed:..... Date:.....**

**Signed:..... Date:.....**

**I confirm I have been given a copy of the Energy Performance Certificate, How to Rent Booklet and Gas safety Certificate, Deposit Certificate and Lease:**

**Signed:..... Date:.....**

**Signed:..... Date:.....**

**Version of 'How to Rent' brochure given:.....**

These presents partly printed, partly handwritten and partly typewritten on this and all preceding pages are subscribed by the parties hereto and below:-

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED BY THE TENANT

SIGNED BY THE TENANT:

.....

.....

PRINT FULL NAME :

PRINT FULL NAME :

.....

.....

DATED :

DATED :

.....

.....

in the presence of

WITNESS:-

SIGNATURE: ..... \*( ..... ) DATED: .....

PRINT FULL NAME: ..... OCCUPATION: .....

ADDRESS: ..... PLACE OF SIGNATURE: .....

.....  
.....

SIGNED BY THE GUARANTOR:

.....

PRINT FULL NAME(S) :

DATED:

.....

.....

in the presence of

WITNESS:-

SIGNATURE: ..... \*( ..... ) DATED: .....

PRINT FULL NAME: ..... OCCUPATION: .....

ADDRESS: ..... PLACE OF SIGNATURE: .....

.....  
.....

SIGNED BY THE LANDLORD/LANDLORD'S AGENT: .....

PRINT FULL NAME: .....

For and on behalf of Cooperlets.

DATED :

\* THIS AND ALL OTHER PAGES HAVE BEEN ENDORSED IN A WAY COMPLIANT WITH :-  
THE REQUIREMENTS OF WRITINGS ACT (JUNE 1995)