

Produced by

**PainSmith Solicitors for RMA Properties Ltd**

# **AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY**

## **Important Notice**

This document contains the Terms of the Tenancy to be let under the Agreement. It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. You should also 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 that you do not agree with and that it does contain everything you 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 you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

## **Contractual Guarantee**

- A. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant of the Premises the Guarantor agrees to fully cover and compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Tenancy Agreement including any extension or continuation of the Tenancy whether fixed term or periodic, and including any Rent increase agreed between the Landlord and the Tenant provided the Guarantor is notified of the increase by the Landlord or any person acting on his behalf.

- B. This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Premises are occupied by the Tenant or any licensee and is not limited to the Term specified in the Agreement.
- C. If the Tenant defaults during the initial Term or any extension, renewal or continuation of this Agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on written demand the Guarantor will cover and compensate the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
- D. The Guarantor's liability under this Guarantee will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under the Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under this Guarantee. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants.
- E. The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor, or is amalgamated with any other Company or organisation.
- F. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.
- G. To pay any reasonable costs of the Landlord in enforcing this Guarantee Agreement and the Terms of the Tenancy Agreement.

**THIS AGREEMENT IS MADE on <<SPDATE>>**

**The Parties to this Agreement and the Premises**

THIS AGREEMENT IS MADE BETWEEN

<<LNAME>> (“the Landlord”)

of

<<LADD1>> <<LADD2>> <<LADD3>> <<LADD4>> <<LPSTCD>>

AND

<<TYAGNAME>> (“the Tenant(s)”)

AND IS MADE IN RELATION TO PREMISES AT:

<<PADD1>> <<PADD2>> <<PADD3>> <<PADD4>> <<PADD5>> <<PPSTCD>> (“the Premises”)

### The Main Terms of the Tenancy

**1 Term of Tenancy.**

The Landlord lets to the Tenant the Premises for a period of <<TYTERMMTH>> months. The Tenancy shall start on and include the <<TYCurSTART>> and shall end on and include the <<&what is the last date of the tenancy>>.

**2 The Rent.**

The Tenant shall pay to the Agent £<<TYRENT>> (<<TYRENTWORDS>>) per month, (“the Rent”) payable in advance. The first payment shall be made 10 days before the start date of the tenancy.

The first payment, amounting to £<<TYRENTAPP>> for the period<<&Period of first rent?>> incl., to be paid before the commencement date of the Tenancy to <<&Input RMA Properties or Landlords name>> and brought to the office.

Thereafter, payments shall be made to reach the landlord or tenant **on or before the 1st day of the month** and are to be made by standing order. This must be a single payment; RMA Properties do not accept individual rental payments from tenants and the charge of £12.50 per person will be payable should this happen.

**3 The Deposit.**

The Tenant shall pay to the Agent, on the signing of this Agreement, £<<TYDEPFULL>> (“the Deposit”) as a Deposit. The Deposit will be lodged with **Mydeposits.co.uk**. At the end of the Tenancy the Landlord or the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Monies lodged with mydeposits.co.uk are non-interest returning.

**4 Fixtures and Fittings**

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

**5 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.

**6. The Deposit**

6.1 The Deposit will be paid to the Agent who will remit it to the Landlord who is a member of the Tenancy Deposit Solutions (“TDS”) within fourteen days of the commencement of the Tenancy or receipt of the

Deposit whichever is earlier. The Tenant should contact TDS after the fourteen days to check the Deposit has been lodged and registered with TDS. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the website of TDS. The website address is [www.mydeposits.co.uk](http://www.mydeposits.co.uk). For further information on Tenancy Deposit Protection in general the Tenant can click on the website [www.communities.gov.uk/tenancy](http://www.communities.gov.uk/tenancy) deposit.

6.2 The Agent shall notify the Tenant in writing of any deduction to be made under this Agreement at the end of or earlier termination of the Tenancy. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

6.3 After the end of the Tenancy the Agent shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within ten days of 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.

6.4 If the amount of monies that the Landlord or Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord or Agent may require the Tenant to pay that additional sum to the Landlord or Agent within 14 days of the Tenant receiving that request in writing.

**6.5 The Landlord or Agent with the consent of the Tenant may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:**

- any damage to the Premises 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 Premises (whether or not the Landlord consented to its presence as set out in clause 14.12)
- any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord, by the local authority;
- any other breach by the Tenant of the obligations of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;

6.6 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 TDS holds the Deposit or any part of it.

6.7 At the end of the Tenancy the Deposit will be returned to the Tenant within ten working days of written demand or when then Landlord and Tenant agree the deductions from the Deposit except in case of dispute.

6.8 If there is a dispute about deductions from the whole or any part of the Deposit the amount in dispute will be forwarded to mydeposits for safe-keeping until the matter is resolved.

6.9 The dispute will be forwarded to an adjudicator appointed by mydeposits. It is the responsibility of both parties to forward to mydeposits all evidence that the party wishes the adjudicator to take into consideration when making a decision. The adjudicator will not ask for evidence and will reach a decision upon the documentation presented by each party.

6.10 The adjudicator will present the decision to mydeposits who will then release the Deposit together with a copy of the adjudication to either or both of the parties as decided by the adjudicator.

6.11 Clauses 6.7 to 6.10 above do not affect the rights of the Landlord and Tenant to go to court to resolve the dispute instead of using any adjudication service.

## **7 Obligations of the Tenant**

7.1 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.

7.2 To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.

## **8 Paying Rent**

8.1 To pay the Rent by as set out in Clause 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by the attached Standing Order to reach RMA Properties' bank account on or before the 1st of the month, quoting the Tenancy Reference  
<<TYCODE>>.

8.2 If the Tenant fails to pay the rent by due date it shall on each occasion of late payment be required to pay the following charges to the Landlord on demand:

**Payment overdue 7 days after rent due: - £20 per tenant**  
**Unpaid cheques: - £30 on each occasion Payment**  
**reminder letter: - £15 on each occasion Personal visit to**  
**the premises: - £15 on each occasion Unauthorised**  
**individual rent payments - £10 on each occasion**

8.3 Without prejudice to the Landlord's rights to bring this Agreement to an end for non-payment of the Rent, the Tenant will pay interest on unpaid Rent, at the rate of 4% above the Base Rate from time to time at Barclays Bank plc, from the date the same fell due for payment.

## **9 Further Charges to be paid by the Tenant**

9.1 To pay the council tax (or any similar charge which replaces it) for the Premises 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. **It is the responsibility of the tenants to notify the Council of their occupation of the premises and, if they fail to do so, the tenants will be liable for any financial costs or charges raised against the landlord by the Council.**

9.2 To pay all charges falling due for the following services used during the Tenancy and to pay such 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 – the Landlord is under no obligation to provide a telecommunications line to the premises

9.3 To pay to the Landlord, or the Agent, all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:

- 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.

9.4 To pay charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn in the sum of **£30**.

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

- 9.6 To pay a fee, inclusive of VAT, towards the administration for the preparation of this Agreement. This is referred to as the "Admin Fee". This admin fee applies to each tenant separately.
- 9.7 To pay a reduced Admin Fee for each extension of the Tenancy.
- 9.8 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.

## **10 The Condition of the Premises: Repair, Maintenance and Cleaning**

10.1 To take reasonable steps to keep the interior of the Premises 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 Premises;
- repairs for which the Landlord has responsibility (these are set out in Clause 24 of this Agreement)

10.2 To inform the Landlord, or the Agent, immediately they come to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in Clause 24 of this Agreement.

10.3 To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.

10.4 To clean to a good standard, or pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.

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

10.6 To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.

10.7 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.

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

10.9 To replace all electric light bulbs, fluorescent tubes and fuses.

10.10 To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.

10.11 To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction. To clear or pay for the clearance of any blockage or overflow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve

the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

10.12 To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.

10.13 To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.

## **11 Insurance**

11.1 Not to do or fail to do anything that leads to the insurance policy on the Premises, or the Fixtures and Fittings not covering any part of the losses otherwise covered by the policy.

11.2 To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant within a reasonable time of that loss or damage having come to the attention of the Tenant.

**11.3 The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.**

## **12 Access and Inspection**

12.1 To allow the Landlord or his Agent, professional advisers, or authorised contractors to enter the Premises 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 notice. The Tenant is only required to allow access when:

- the Tenant has not complied with a notice under clause 10.2 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with that clause;
- 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 clause 26.3 of this Agreement);
- a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Premises;
- the safety check of the gas appliances is due to take place;
- the Landlord or the Agent wishes to inspect the Premises.

12.2 To allow the Premises to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours notice, 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 Premises. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises.

## **13 Assignment**

13.1 Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person for a period of 72 hours or 2 nights (whichever is the shorter) without the Landlord's or the Agent's prior consent.

13.2 Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Premises unless the Landlord or the Agent has given consent.

## **14 Use of the Premises**

- 14.1 To use the Premises only as a private residence for the occupation of the Tenant(s).
- 14.2 Not to register a company at, nor run a business solely from the Premises.
- 14.3 Not to use the Premises for any illegal purpose.
- 14.4 Not to hold or allow any sale by auction at the Premises.
- 14.5 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.
- 14.6 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.
- 14.7 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise. No music or singing, whether by instruments, voices, wireless, gramophone, television or other means, shall be allowed in the Property or building between the hours of 11 pm and 9 am in such manner as to cause a nuisance or annoyance to neighbouring properties.
- 14.8 Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Agent.
- 14.9 Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place them inside or outside the Premises 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.
- 14.10 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld. To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of this clause.
- 14.11 Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.
- 14.12 Not to keep any animals or birds in the Premises.
- 14.13 Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- 14.14 Not to store or keep bicycles or machinery of any kind in the Property (to include any garage) and not to do anything in the Property which might in any way hinder the occupiers from escaping swiftly in the event of fire;
- 14.15 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.

## **15 Utilities**

- 15.1 To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier and to provide the name, address and account number of the new supplier within a reasonable time of transfer.



15.2 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.

15.3 To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant. 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 Premises and to pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.

15.4 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.

15.5 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 9 or by anything done or not done by the Tenant.

15.6 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 9.2 and to the local authority.

## **16 Leaving the Premises Empty**

To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of 14 days or more during the Tenancy.

## **17 Locks and Alarms**

17.1 To fasten all locks and bolts on the doors and windows when the Premises are empty and to set the burglar alarm (if applicable) when the Premises are vacant. 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.

17.2 Not to install or change any locks in the Premises except in an emergency without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.

17.3 Bedroom keys supplied by the landlord and which are lost or damaged, will be charged to the Tenant at a cost of £25 per key. If the lock is damaged and renders the key unusable, Tenant will be charged £25 per key, plus the cost of replacing the lock.

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

## **18 Garden**

18.1 To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy. No flower pots or other items shall be placed outside the windows of or on any balconies (if any) of the Property without the specific consent of the Landlord. To keep the window boxes, borders, paths, and patios, if any, weeded and if required, to cut the grass regularly during the growing season. 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 consent of the Landlord or the Agent which will not be unreasonably withheld.

18.2 To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden or maintaining the Premises.

## **19 Car Parking**

19.1 To park private vehicle(s) only at the Premises, in the space allocated to the Premises, if the Tenant is allocated a car parking space in the garage or the driveway to the Premises if applicable. Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.

19.2 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.

## **20 Refuse**

To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available and dispose of all refuse through the services provided by the local authority.

## **21 Notices**

To forward any correspondence, notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon receipt of any notice, order, or proposal.

## **22 Inventory and Checkout**

22.1 To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within seven days of the Commencement Date with any written amendments or notes.

22.2 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 Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 22.1 above is not returned to the Landlord or the Agent.

22.3 To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy.

## **Conditions to be Kept by the Landlord**

## **23 Quiet Enjoyment**

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

## **24 Statutory repairing Obligations**

24.1 To comply with the obligations to repair the Premises 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:

- (a) the structure of the Premises and exterior (including drains, gutters and pipes);
- (b) certain installations for the supply of water, electricity and gas;

- (c) sanitary appliances including basins, sinks, baths and sanitary conveniences;
- (d) 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 10.2.

24.2 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 24.1 above.

## **25 Insurance**

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

## **26 Other Repairs**

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.

## **27 Safety Regulations**

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

27.2 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.

## **28 Other Taxes**

To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

## **29 Possessions and Refuse**

To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

## **30 Interrupting or Ending this Agreement**

**It is agreed between the Landlord and Tenant as follows:**

**30.1 Ending the Tenancy and Re-entry** If at any time:

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

## **30.2 Early Termination**

If the Tenant vacates the Premises during the Term, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises are re-let whichever is earlier.

## **31 Removal of Goods**

31.1 The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord removes them from the Premises and stores them for a maximum of one month. 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 to inform that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month 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, which will be a minimum of £100. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

31.2 The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are 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 Premises until the items are removed from the Premises; 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; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; 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.

## **32 Interruptions to the Tenancy**

32.1 If the whole or part of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or part of the Rent will cease to be payable until the Premises are 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.

32.2 If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

## **33 Data Protection Act 1998**

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes during the Tenancy; 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, or any other interested third party.

## **34 Notices**

34.1 The Landlord has notified 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: **c/o RMA Properties Ltd, 101a Cowley Road, Oxford, OX4 1HU**.

34.2 The Tenant shall as soon as reasonably practicable deliver or post to the address set out in clause 0, any notice or other communication which is delivered or posted to the Premises.

34.3 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 5pm 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 which excludes Saturdays Sundays and Bank Holidays; 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 delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

34.4 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in clause 34.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post to the address specified in clause 34.1 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 Landlord at the address in clause 34.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

## **35 Stamp Duty Land Tax**

35.1 The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.

35.2 The Tenant agrees that he will comply with his legal responsibility to pay the costs of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party if the Rent exceeds the threshold after deduction of the discount.

## **36 Definitions & Interpretation**

In this Agreement the following definitions and interpretation apply:

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

36.2 "Tenant" means anyone entitled to possession of the Premises under this Agreement.

36.3 "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. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.

36.4 "Guarantor" means the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

36.5 "Agent" means **RMA Properties Ltd, 101a Cowley Road, Oxford, OX4 1HU** or anyone who subsequently takes over the rights and obligations of the Agent.

- 36.7 "Premises" means 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 Premises include the use of common access ways and facilities.
- 36.8 "Fixtures and Fittings" means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- 36.9 "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 Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 36.10 "Term" or "Tenancy" means any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 36.11 "Deposit" means the money held by the Landlord in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 36.12 "Stakeholder" means that deductions can only be made by the Landlord from the Deposit at the end of the Tenancy with the written consent of both parties.
- 36.13 "Notice Period" means the amount of notice that the Landlord must give the Tenant and vice versa.
- 36.14 "Stamp Duty Land Tax" means the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on [www.hmrc.gov.uk/so](http://www.hmrc.gov.uk/so).
- 36.15 "inventory clerk" means any individual hired by the Landlord or the Agent to carry out the Inventory check in and Inventory check out.
- 36.16 References to the singular include the plural and references to the masculine include the feminine.
- 36.17 The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 36.18 The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or Tenant and are for reference purpose only.
- 36.19 The bases upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, which are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

### **Mandatory Grounds**

**Ground 2:** at the start of the Tenancy the Tenant was advised that the Landlord owns the property, normally lives there and that his lender may have a power of sale of the Premises if the Landlord does not make his mortgage payments for the Premises;

**Ground 8 :** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is: (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarter's Rent is more than three months' in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly;

### **Discretionary Grounds**

**Ground 10:** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

**Ground 11:** there is a history of persistently late Rent payments;

**Ground 12:** the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

**Ground 13:** the condition of the Premises or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Premises;

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

**Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Premises;

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

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

By, or for and on  
**SIGNED**  
**DATED**

--

behalf of, the  
**LANDLORD** and  
<<LNAME>>

**SIGNED**  
**DATED**

--

<<TYAGNAME>> and

**SIGNED**  
and **DATED**

--

**SIGNED**  
and **DATED**

--

**SIGNED**  
and **DATED**

--

**SIGNED**  
and **DATED**

--

**-SIGNED**  
and **DATED**

--

**SIGNED**  
and **DATED**

--

Once this Agreement has been signed, the Tenant must pay the Stamp Duty Land Tax for this Agreement to the Stamp Office. Failure to pay the Stamp Duty Land Tax within 30 days could result in a fine. Further information can be obtained by telephoning 0845 6030135 or the website.

## **STANDING ORDER MANDATE**

### **RMA PROPERTIES LTD**

Address: 101a Cowley Road, Oxford, OX4 1HU

Tel: 01865 251025 Fax: 01865 434320 To

the Manager:

Address:

### **ACCOUNT TO BE CREDITED**

Please Pay to: **RMA Properties Ltd** <<&Please delete RMA bank details if LET ONLY>>  
<<&Add Landlord details if LET ONLY>>

Sort Code:

Account No:

Amount: £<<TYRENT>>

Commencing: \_\_\_\_\_

thereafter: \_\_\_\_\_

\*Until \_\_\_\_\_ (\*further notice in writing)

Quoting Ref: <<TYCODE>>

**This Notice cancels any previous Standing Orders or Direct Debits in favour of the beneficiary named above under this reference.**

### **ACCOUNT TO BE DEBITED**

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Signature(s) \_\_\_\_\_

\_\_\_\_\_



Date: \_\_\_\_\_

SAMPLE