



**Assured Shorthold Tenancy Agreement**

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**FOR**

**35, Green Acre, Durham, DH1 1JA**

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Tenants:

Lead Tenant

Second Tenant

## PRESCRIBED INFORMATION

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Housing Act 2004

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

### **Tenancy Deposit Solutions Limited T/A My Deposits – Custodial Scheme**

NOTE: The Landlord or Agent MUST provide the Tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

#### **To:**

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

#### **Tenancy Deposit Solutions T/A My Deposits**

My Deposits

1st Floor, Premiere House Elstree Way

Borehamwood

Hertfordshire

WD6 1JH

**Telephone: 0333 321 9401 Email: [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk) Fax: 0845 634 3403**

2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

See attached Terms and Conditions.

3. Information on the procedures that apply at the end of the tenancy.

See attached Terms and Conditions.

4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.

See attached Terms and Conditions.

5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.

See attached Terms and Conditions.

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

\* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

7. Tenancy specific information

**(a) Amount of deposit paid.**

£ 0

**(b) Address of property to which the tenancy relates.**

35, Green Acre, Durham, DH1 1JA, United Kingdom

**(c) Name, address and details of Landlord(s)**

Names: The property company

Address: 1, Example Street, Example City, AA1 1AA

Telephone Number: 012345678910

Email address: info@dummypropertycompany.com

**(d) Name, address and contact details of the Tenant(s).**

Name : Mr Lead Tenant

Email : first.tenant@email.com

Phone : 07405551900

Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant

Email : second.tenant@email.com

Phone : 07474567888

Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

**(e) Name of Third Party making the payment: N/A**

Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

**(f) Circumstances when all or any part of the deposit may be retained by the Landlord.**

Refer to Clause(s) 4 to 4.15 of Tenancy Agreement.

**I/We (being the Landlord) certify that:**

(i) The information provided is accurate to the best of my/our knowledge and belief

(ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

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**Date: 04/03/2021**

**ASSURED SHORTHOLD TENANCY AGREEMENT, between:**

The property company  
(Landlord Details)

**AND**

Name : Mr Lead Tenant  
Email : first.tenant@email.com  
Phone : 07405551900  
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant  
Email : second.tenant@email.com  
Phone : 07474567888  
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

(Tenant details)

**Permitted Occupiers:**

2

**IMPORTANT NOTICE:**

**ALL TENANTS ARE JOINTLY AND SEVERALLY LIABLE FOR THE TERMS OF THIS CONTRACT.**

This is an important legal document and you must read it carefully and thoroughly. Once signed and date this agreement will be legally binding and may be enforced by a court. If you are in any doubt about the content or effect of this agreement, we recommend that you seek independent advice before signing.

This document contains the Terms of the Tenancy of 35, Green Acre, Durham, DH1 1JA, United Kingdom

It sets out the promises made by the Landlord and the Tenant to each other.

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

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

To help save the planet, we do not issue paper copies of documents. We will issue you with a scanned PDF copy of this agreement, which you can keep for your reference.

Sample Contract

Sample Contract

Sample Contract

## DEFINITIONS

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### **The Premises -**

References to “the Premises” include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable)

### **The Agreement Fixtures and Fittings -**

References to “Agreement” or “the Agreement” are to this tenancy agreement.

References to the “Fixtures and Fittings” means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

### **The Term / the Tenancy -**

References to “the Term” or “the Tenancy” include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 1.

### **Water charges -**

References in this Agreement to “water charges” include references to sewerage and environmental service charges.

### **The Deposit -**

“The Deposit” means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant’s obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

### **The Deposit Holder -**

“The Deposit Holder” as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of mydeposits; one of the organisations authorised to register Deposits under the Housing Act 2004.

### **Stakeholder Relevant Persons -**

Where the Deposit is held as “Stakeholder” no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from mydeposits. “Relevant Persons” mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant eg: a local authority, parent, or Guarantor.

### **Landlord -**

The expression “Landlord” shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.

### **The Landlord’s Agent / Agent -**

“The Landlord’s Agent” or “Agent” means The property company / Orange Bricks Limited (09812328) T/A Loc8me

### **Insurable Risks -**

“Insurable Risks” means fire, storm, tempest and such other perils that are included in the Landlord’s insurance policy if affected.

### **The Check-In Inventory -**

“The Check-In Inventory”, “Inventory” means the video and photos taken up prior to the

commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.

**The Tenant -**

"The Tenant" includes anyone to whom the Tenancy has been lawfully transferred.

**Permitted Occupier -**

"Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement, apart from the payment of rent.

**Joint and Several -**

Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it.

Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.

**Act of Parliament -**

Any reference to any Act of Parliament includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

**Independent Case Examiner (ICE) -**

"ICE" is an "Independent Case Examiner" of mydeposits.

**The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.**

1 **Guarantor -**

An individual nominated by each of the tenant(s) who agrees to pay rent and other contractual obligations in the event that the tenant(s) can not pay for whatever reason. When applicable, guarantors are Joint and Severally Liable.

2 **Headlease -**

A lease held directly from the freeholder and subject to one or more underleases. It is sometimes called a head lease.

## PARTICULARS

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**Date:**

04/03/2021

**Landlord Name & Address (and Company Number if applicable):**

The property company  
1, Example Street, Example City, AA1 1AA

**Tenant(s):**

Name : Mr Lead Tenant  
Email : first.tenant@email.com  
Phone : 07405551900  
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant  
Email : second.tenant@email.com  
Phone : 07474567888  
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

**ALL TENANTS NAMED ON THIS AGREEMENT ARE JOINTLY AND SEVERALLY LIABLE FOR THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**In relation to the Property known as:**

35, Green Acre, Durham, DH1 1JA, United Kingdom

### 3 GRANT OF THE TENANCY

- 3.1 The Landlord lets the Property to the Tenant for the Contractual Term of 365 days starting at 5pm on 01/07/2021 and ending at 9am on 01/07/2022 .
- 3.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

### 4 RENT

- 4.1 The Rent is payable in advance as per the Rent Payment Schedule below.

**Rent payment schedule**

<b>Tenant number</b>	<b>Tenant name</b>
1	Mr Lead Tenant
2	Mr Second Tenant



Charge date	Tenant number		Sub-total
	1	2	
01/07/21	938.57	938.57	1,877.14
01/10/21	1,668.57	1,668.57	3,337.14
01/01/22	1,668.57	1,668.57	3,337.14
01/05/22	938.57	938.57	1,877.14
<b>Sub-total</b>	<b>5,214.28</b>	<b>5,214.28</b>	<b>10,428.56</b>
All amounts are in GBP (£)			

- 4.2 The Tenant shall pay the Rent in advance on or before the 27th day of each month prior to the date stated in the above payment schedule by STANDING ORDER to ORANGE LIVING LTD T/A LOC8ME, Bank Sort Code 30-94-97, Account Number 60533868, or any alternative account specified by the Agent.
- 4.3 The Tenant shall pay the first instalment of the Rent on or before the start of the Contractual Term.
- 4.4 To pay the rent according to the terms of this Agreement whether formally demanded or not.
- 4.5 The Tenant shall pay to the Landlord interest at the rate of 3% per annum above The Bank Of England base rate on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

## 5 CONTENTS

- 5.1 The Landlord shall provide the Tenant with a video and photo Inventory showing the condition of the Property and the Contents at the start or within one month following the start of the Contractual Term.
- 5.2 The Tenant shall keep the contents of the property in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state as detailed in the Video and photo Inventory. The Video and photo Inventory will be treated as accepted by the Tenant if not challenged within 10 working days of delivery to the Tenant.
- 5.3 The Landlord and the Tenant agree to the use of the Video Inventory and photos as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator under the deposit protection scheme (see clause 6 below).
- 5.4 The Tenant will allow the Landlord and the Agent a 14 day grace period to access the Property at the start of the Contractual Term to carry out any cleaning or repair works which may be required at the Property. This will not entitle the Tenant to withhold or

deduct any of the Rent.

## 6 DEPOSIT

- 6.1 The Tenants shall pay a Deposit of £ 0 to the Landlord or Agent immediately upon signing this agreement.
- 6.1.1 The Deposit will be held by Mydeposits. The Agent is a member of mydeposits custodial scheme.
- 6.2 The Landlord's Agent will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
- 6.3 Any interest earned on the holding of the Deposit will belong to The Agent
- 6.4 The Deposit has been taken for the following purposes:
- 6.4.1 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- 6.4.2 Any damage, or compensation for damage, 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.
- 6.4.3 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.
- 6.4.4 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

### Protection of the Deposit

Mydeposits  
1st Floor, Premiere House Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JH

Telephone: 0333 321 9401 Email: info@mydeposits.co.uk Fax: 0845 634 3403

- 6.5 The Landlord or Agent shall inform the Tenant by email within Ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as stated in clause 6.4.

- 6.6 The Tenant or Agent shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.
- 6.7 The Landlord or Agent shall inform the Scheme Administrator within Ten Working Days of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and the Tenant.
- 6.8 The Landlord or Agent shall be entitled to deduct from the Deposit all reasonable costs incurred by the Landlord or the Agent in pursuing sums, which are overdue under the terms of this agreement.
- 6.9 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.10 The Tenant should inform the Landlord/Agent by email if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within 10 working days of the Landlord/Agent having complied with the requirements of clause 4.6. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of mydeposits and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 6.10.1 In the event of multiple tenants comprising the Tenant, 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 mydeposits to deal with any dispute about the Deposit at the end of the Tenancy.
- 6.10.2 If, after 10 working days following notification of a dispute to the Landlord/Agent 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 6.10.3 below) be submitted to the ICE for adjudication. All parties agree to cooperate with the adjudication process.
- 6.10.3 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 6.10.2 above.
- 6.11 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by mydeposits.
- 6.12 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 6.13 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

- 6.14 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

## 7 USE OF PROPERTY

- 7.1 To use the Premises only as a private residence for the occupation of the Named Tenant(s) listed on this agreement.
- 7.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 7.3 Not to keep any animals, reptiles or birds (whether domestic or otherwise) in the Premises without the express prior written consent of the Landlord
- 7.4 The Tenant shall not do anything to or on the Property that:
- (a) Causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
  - (b) Involves using the Property for immoral or illegal purposes; or
  - (c) Has (or might have) the effect of invalidating the insurance that the Landlord has taken out. in accordance with clause 10.2
- 7.5 The Tenant shall send the Agent a copy of any letter, notice or other communication affecting the Property or its boundaries within seven days of receipt and shall not take any action regarding such letters, notices or communications without the prior consent of the Landlord.
- 7.6 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property.
- 7.7 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's prior consent.

- 8 The tenant agrees with the landlord as follows:

### 8.1 Conditions of Premises, Repair and Cleaning

- 8.1.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

- 8.1.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Agent.
- 8.1.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 8.1.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 8.1.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 8.1.6 To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 8.1.7 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 8.1.8 To keep the windows of the Premises clean.
- 8.1.9 To wash and clean all items that may have become soiled during the Term.
- 8.1.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.
- 8.1.11 To clean and disinfect any and all shower heads in the Premises every 3 months.
- 8.1.12 The Tenant shall not (and shall not permit any guest to) sleep on or use any of the beds or mattresses at the Property without suitable sheets.
- 8.1.13 The Tenant must provide their own mattress protectors for all beds at the Property (if they are not already provided at the Property) and shall ensure that mattress protectors are used on all beds at all times.

## **8.2 Access, Inspection and Keys**

- 8.2.1 The Landlord reserves the right for the Landlord, the Agent or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice to the Tenant:
- (a) To inspect the condition and state of repair of the Property;
  - (b) To carry out the Landlord's obligations under this agreement;

- (c) To carry out repairs or alterations to any next door premises;
- (d) To take gas, electricity or water meter readings;
- (e) For any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (f) To show prospective tenants or purchasers around the Property.

### **8.3 Insurance**

- 8.3.1 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 repay to the Landlord 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.
- 8.3.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, the or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.3.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

### **8.4 Assignment**

- 8.4.1 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.

### **8.5 Illegal, Immoral Usage**

- 8.5.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.5.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

### **8.6 Nuisance and Noise**

- 8.6.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises,

or to the owners or occupiers of them. This includes any nuisance caused by noise.

## **8.7 Inflammable Substances and Equipment**

- 8.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

## **8.8 Utilities**

- 8.8.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.8.2 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.
- 8.8.3 To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.8.4 To pay the television licence regardless of the ownership of the television set.
- 8.8.5 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key not without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.
- 8.8.6 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, or be liable to pay to the Landlord the costs associated with reconnecting or resuming those services.

## **8.9 Animals and Pets**

- 8.9.1 A Tenant must seek the prior written consent of the Landlord should they wish to keep pets or other animals at the Property. A Landlord must not unreasonably withhold or delay a written request from a Tenant without considering the request on its own merits.. The Landlord should accept such a request where they are satisfied the Tenant is a responsible pet owner and the pet is of a kind that is suitable in relation to the nature of the premises at which it will be kept. Consent is deemed to be granted unless the written request is turned down by a Landlord with good reason in writing within 28 days of receiving the request. A Landlord is prohibited from charging a fee to a Tenant who wishes to keep pets or other animals at the Property. Permission may be given on the condition that the Tenant pays an additional



reasonable amount towards the deposit, but the deposit must not breach the deposit cap requirements under the Tenant Fees Act 2019

#### **8.10 Usage**

- 8.10.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant(s) and not for business purposes.

#### **8.11 Locks and Keys**

- 8.11.1 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.
- 8.11.2 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 Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 8.11.3 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.
- 8.11.4 The Landlord and the Agent have the right to retain a set of keys to the Property, which shall only be used by prior appointment or otherwise with the prior consent of the Tenant, except in an emergency.

#### **8.12 Fixtures and Fittings**

- 8.12.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

#### **8.13 Alterations and Redecoration**

- 8.13.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 8.13.2 Not to permit any waste, spoil or destruction to the Premises.

#### **8.14 Empty Premises**

- 8.14.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.14.2 The Tenant must take reasonable precautions to prevent frost damage to any pipes



or other installations at the Property (for example by making sure that the heating is left on a suitable setting during cold weather).

8.14.3 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.14.4 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

#### **8.15 Drains**

8.15.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.

8.15.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

8.15.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

#### **8.16 Affixation of Items**

8.16.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.

8.16.2 Not to affix any items to the walls of the Premises either internally or externally using glue, blu-tac, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

#### **8.17 Washing**

8.17.1 Not to hang any washing, clothes or other articles inside the Premises and not to hang or place wet or damp articles of washing upon any item or room heater.

#### **8.18 Costs and Charges**

8.18.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.

8.18.2 To pay the Landlord's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement or any part hereof.

#### **8.19 Refuse**

8.19.1 To remove all rubbish from the Premises and to place the same within the dustbin or

receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

#### **8.20 Smoking and Naked Flames**

8.20.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

8.20.2 Not to burn any naked flames or permit any guest or visitor to do so on the premises.

#### **8.21 Garden**

8.21.1 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.

#### **8.22 Notices**

8.22.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

#### **8.23 Headlease**

8.23.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as leasee under the head lease) as set out in the head lease of the Premises a copy of which has been provided to the Tenant prior to the date of this tenancy.

#### **8.24 Smoke Alarms**

8.24.1 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms MONTHLY to ensure that they work.

8.24.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

#### **8.25 Burglar Alarms**

##### **8.25.1 If Applicable -**

To set the burglar alarm at the Premises (if any) when the Premises are vacant.

##### **8.25.2 If Applicable -**

To notify the Landlord or the Agent of any new burglar alarm code immediately

##### **8.25.3 If Applicable -**

To pay for any call out charge for the burglar alarm if the charge is incurred due to the misuse or negligence of the Tenant, his family or visitors.

#### **8.26 Immigration Act**

8.26.1 If the Tenant has a time limited Right to Rent in the United Kingdom as defined by

the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his agent of such and shall provide to them upon request copies of any such written communication.

**9 The landlord agrees with the tenant as follows:**

**9.1 Quiet Enjoyment**

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruptions by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

**9.2 Insurance**

9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

**9.3 Interest and Consents**

9.3.1 That the Landlord is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

**9.4 Repair**

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

**9.5 Safety Regulations**

9.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

9.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

9.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

9.5.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

**9.6 Legionella**

9.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

10 It is mutually agreed as follows:-

#### 10.1 Repair

10.1.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant, except in the case of an emergency.

#### 10.2 Insurable Risks

10.2.1 If the Premises are destroyed or rendered uninhabitable by any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

#### 10.3 Reimbursement

10.3.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 6.4 at the end of the tenancy.

#### 10.4 Data Protection and Confidentiality

10.4.1 The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at: <http://loc8me.co.uk/terms-privacy>

#### 10.5 Council Tax

10.5.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

#### 10.6 Forfeiture

10.6.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any

agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

## 10.7 Notices

10.7.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is: Orange Bricks Limited (09812328), 3 Ashby Square, Loughborough. LE11 5AA

10.7.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.7.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the tenancy and which the Tenant has confirmed as being their own: INSERT EMAIL(S)

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own: enquiries@loc8me.co.uk

Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

## 10.8 Jurisdiction

10.8.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales.

## 11 Additional Considerations

An optional additional clause you can add on a case by case basis. It increases the clause number of any following clauses by 1 if present.

## Signatures

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### TENANTS

Mr Lead Tenant  
1 More Avenue, London, EC2A 2EX, United  
Kingdom

(Not signed)

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Mr Second Tenant  
2 Fleet Place, London, EC2A 2EX, United  
Kingdom

(Not signed)

### LANDLORD

(Not signed)

## Guarantor contract

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This Guarantor Agreement is made the on :-

Between:

- (1) The landlord: The property company
- AND
- (2) The Guarantor: Mr Example Guarantor

It is agreed between The Party as follows:

1. The Landlord has agreed to allow Mr Lead Tenant to reside at the property known as 35, Green Acre, Durham, DH1 1JA, United Kingdom upon the terms and conditions of a tenancy agreement (the "Agreement") commencing on the 01/07/2021 (the "Tenancy").
2. The Guarantor agrees to comply with the terms of this Guarantor Agreement and ensure that the Tenant complies with the terms of the Agreement.
3. The Guarantor further agrees to fully compensate and indemnify the Landlord in respect of any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Agreement or due to the Landlord's decision to allow the Tenant to occupy the Premises.
4. This guarantee and indemnity extends to any renewal, extension, or continuation of the Tenancy, whether fixed term or periodic, and includes any increase in rent or any other variation of the Agreement agreed between the Landlord and the Tenant irrespective of whether the Guarantor agrees to that increase of variation provided that the Guarantor is given written notice of the increase or variation within 14 days of it being agreed.
5. This Guarantor Agreement 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 guest, visitor, occupier, or licensee permitted to reside there by the Tenant and is not limited to any initial fixed term specified in the Agreement.
6. If the Tenant abandons or vacates the Property, breaches any part of the 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 compensate the Landlord for all losses, claims, liabilities, costs and expenses arising from that event including the rent for the remainder of the originally agreed term of the tenancy or the period until the Tenant could have legitimately brought the tenancy to an end under the terms of the Agreement or any common law or statutory notice period.
7. The Landlord may seek to enforce obligations and claim damages against the Tenant, Guarantor, or both of them under the Agreement and this Guarantor agreement. The obligations of the Guarantor will not be waived, nullified or reduced by any act, neglect, leniency, generosity, or allowance of time to comply given by the Landlord to the Tenant.
8. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue for the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

9. 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 throughout the period that the Premises are occupied by the Tenant or any licensee.

10. The Guarantor will pay any reasonable costs of the Landlord in enforcing this Guarantee and the obligations of the Agreement.

11. If the Tenant forms more than one person the Guarantee will not end or be invalidated if one or more of the original persons forming the Tenant abandons the Premises or surrenders their interest in the Tenancy provided that at least one of the persons forming the Tenant or their licensees remains in possession.

Name: Mr Example Guarantor

Date of birth: 12/09/1960

Contact details

Mobile number: 0123 45678910

E-mail address: guarantor.name@email.com

Present Address: 12 Mount park avenue, Worcester, WR2 6NJ United Kingdom

DECLARATION I hereby certify that the information provided is true and accurate and give permission for this information to be verified by third parties and disclosed as detailed above for the purpose of: Performing a credit search by a third party agency Contacting my current, previous employers and referees to confirm the details provided Fraud prevention, credit assessment and insurance decisions I understand that the results of these searches will be provided to the Letting Agent and accessed again in the event of a default in my rental payments. I understand that I can request the details of any credit reference agencies used so that I can verify with them the information provided. I understand that if I default on my tenancy obligations, this information may be released to authorised debt recovery agencies and could affect any future applications I make for tenancies, credit and insurance. I understand that providing false information may lead to early termination of any subsequent tenancy agreement. I am happy for the referencing agency to contact me in respect to this application if required. I have read and agree to be bound by the above terms.

**Signature**

(Not signed)

Mr Example Guarantor  
12 Mount park avenue, Worcester, WR2 6NJ  
United Kingdom