

TENANCY AGREEMENT

BETWEEN

Mr & Mrs Test
21/23 Ridley Place
Newcastle upon Tyne
Tyne & Wear
NE1 8JN

HEREINAFTER DESCRIBED AS "The Landlord"

And

Phillip Sherman,
3 Northumberland Place
North Shields
Tyne & Wear
NE30 1QP

Chris Smith,
21 Test Street
Newcastle
NE1 4AB

HEREINAFTER DESCRIBED AS "The Tenant"

This Tenancy Agreement is intended to create a COMPANY LET and The Forfeiture Provisions contained within the LAW OF PROPERTY ACT 1925 apply accordingly.

THIS COMPANY LET TENANCY AGREEMENT is made

25/10/2018

The Landlord lets and the Tenant takes the property known as:

42 Wallaby Way, Sydney, TE0 0ST

Maximum Occupancy: ____ Persons

From (and including): 30/04/2018

To (and including): 29/10/2018

Rent: £500.00 per calendar month

Payable:

From	To	Total Rent
Start of Tenancy (30/04/2018)	29/05/2018	Payment of £500.00 per calendar month
30/05/2018	End of Tenancy	Payment of £500.00 per calendar month

DEPOSIT

The Tenant shall pay the sum of £550.00 deposit to the Landlord without payment of interest thereon by the Landlord, to be held as security against rent, any obligations required of the Tenant under this Tenancy Agreement, any repairs which are the responsibility of the Tenant, and for any legal proceedings which may be commenced by the Landlord against the Tenant.

In the event of there being any subsequent dispute regarding return of the deposit, the Tenant shall seek the return of this from the Landlord and agrees to indemnify the Agent against legal action for the return of the Deposit.

The deposit will be refunded by cheque upon the Tenant giving proof that all Gas, Water, Electric, Telephone and Council Tax bills for the property have been paid, and upon a satisfactory report and schedule of dilapidation's (if any) accrued at the termination of the Tenancy and prepared by the Inventory Clerk (appointed by the Landlords Agents) shall be accepted by each of the parties hereto and it is agreed that the decision of the Inventory Clerk in respect to whether or not any item of dilapidation's has or has not accrued is attributed to either party is final and binding upon them.

THE TENANT

Agrees to take the property insofar as the Landlord can grant the Tenant rights to the use and occupation of the Property, together with its fixtures and effects as may be listed on any inventory accompanying this Tenancy Agreement, and confirms that the Tenant has inspected the property and found it suitable for his/her purpose and in clean condition and good repair.

THE TENANT shall

1. Pay the Rent to the Landlord or his Agent at the times and in the manner specified, without deduction or set-off, and further agrees to pay interest at the Rate of 4% per annum on any rent in arrears for more than 28 days calculated from the date upon which such rent was due to be paid to the date upon which cleared funds are received in respect of such Rent.
2. Arrange forthwith with the relevant Authorities for all accounts for Gas, Water, Electric, Telephone, Council Tax or any other Property Tax to be put into the name(s) of the Tenant and to pay all standing charges in connection with the same and all charges for all Gas, Fuel Oil, Light and Power which shall be consumed or supplied on or to the property during the Tenancy and the amount of all charges for the use of the said Telephone, and any Television Licence and not to allow the said services to be disconnected, altered or removed and shall ensure that the said services are operating throughout the Tenancy and the Tenancy shall not change or permit to be changed without consent in writing or the Landlord the number of the Telephone and not transfer the said number at the end of the Tenancy. If any services are disconnected, the Tenant shall be responsible for all reconnection charges. The Tenant hereby agrees to indemnify the Landlord against all Council Tax liability occurring during the period of the Tenancy.
3. Forthwith to send any notice the Tenant receives concerning the Property to the Landlord at the address given in this Agreement for Service of Notices.
4. Use the Property in a Tenant-like manner at all times. The Tenant shall ensure vacant possession upon termination of this tenancy.
5. Not leave the property vacant for a period in excess of 28 days without the written consent of the Landlord, and in the event of that consent being given the Tenant shall make arrangements to turn off and drain down the water supply together with the central heating system (if installed) (after turning off all water heating appliances) to avoid leakage or frost damage.
6. Not carry on or permit to be carried on from the property, any Business, Trade or Profession whatsoever with the exception that the property shall be used to provide a private residence for a young person in the care of the Tenant's Social Services Directorate.
7. Not use the Property for any illegal or immoral purpose or in contravention of any statute, regulation or bye-law.
8. Not alter, change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord. If any changes are approved by the Landlord the Tenant agrees to make available spare copies to the Landlord or his Agent.
9. Insure the Tenants own contents.
10. Ensure that when the property is left vacant or unattended all external doors and all locks properly secure windows and other means provided by the Landlord and the burglar alarm (if any) is activated. The Tenant shall also notify the Landlord and his Agent of any change to the burglar alarm code.
11. Not to hold any sale by auction on the premises.

12. Not to stop-up, darken or obstruct any windows or light belonging to the premises.
13. Not to permit any encroachment or easement to be made or acquired in out or upon the premises.
14. Preserve all furniture equipment and effects from being destroyed or damaged and make good and pay for repair or replace with articles of a similar kind and equal value such of the furniture equipment and effects as shall be destroyed, lost, broken or damaged (fair wear and tear, accidental fire and insured risks excepted).
15. The Tenant shall not allow any conduct causing or likely to cause a nuisance or annoyance to any person residing, visiting or otherwise engaged in lawful activity in the locality, neither shall the Tenant make or permit to be made any racist behaviour whatsoever. In particular, no music shall be played which can be heard outside the property between the hours of 11pm and 9am or which shall cause a nuisance or annoyance to others at any time.
16. Not without the consent in writing of the Landlord make available a key to any person who is not an employee of the Tenant.
17. Prior to allowing any individual into occupation of the property the Tenant shall ensure the appropriate 'Right To Rent' checks are undertaken in respect of any proposed occupier, in accordance with the Immigration Act 2014 as amended. If there is any breach the Tenant will indemnify the Landlord and Agent against any costs or penalties that may apply.

MAINTENANCE OF THE PROPERTY

Section 11(3) LANDLORD AND TENANT ACT 1985 states In determining the standard of repair required by the Lessors repairing covenant regard shall be had to the age, character and prospective life of the dwelling house and the locality in which it is located. This provides a guide to the standard of repair you can reasonably expect from your Landlord.

THE TENANT SHALL

1. Keep the interior of the property during the term in as good and clean state of repair, condition and decoration as the premises are at the commencement of the Term and make good all damage and breakage's to the Premises which may occur during the Term (fair wear and tear, damage by accidental fire and insured loss excepted). The Tenant shall not redecorate the property without the written consent of the Landlord.
2. Not damage or injure the premises or make any alteration or addition to the premises and the Tenant shall accept responsibility for all electrical appliances.
3. Keep the drains, gutters and pipes of the Premises clear and have any chimneys swept at least once every 12 months and more if necessary.
4. Not to lop, cut down or damage any trees, shrubs or plants growing upon the premises or alter the general character of the garden and to keep the grounds and garden in good order throughout the tenancy according to the season of the year.
5. Clean windows every 6 weeks both inside and out and replace any broken glass at the Tenants expense.
6. Not fix or suffer to be fixed to the exterior or windows of the Premises any board, sign, notice advertisement or poster.
7. Keep all furniture listed in the inventory attached to this agreement in the same condition as it was at the start of the Tenancy.
8. Keep all carpets supplied under this Tenancy in the same clean condition they were at the start of the Tenancy fair wear and tear permitted.
9. Replace all defective tap washers, fuses, light bulbs and fluorescent tubes as and when necessary.
10. Not to permit to be discharged in the drains any oil, grease or any deleterious, objectionable, dangerous or explosive matter.
11. Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than in the dustbins provided.
12. Not permit any waste, spoil or destruction to the property.
13. The Tenant accepts that any TV/VCR/Audio equipment left in the premises are by courtesy of the Landlord and any defect or failure to perform will not constitute a cause for complaint. The Tenant will be responsible for the TV licence and TV aerial.

REPAIRS - TENANT

The Tenant undertakes to inform the Landlord or his Agent immediately of any item of disrepair to the Property and undertakes not to incur any expenditure on the Landlords behalf without consent of the Landlord in writing. It is expressly agreed by the Tenant that any expenditure incurred without written authority will be not be reimbursed.

SAFETY - FACILITIES

In the event of gas, water or electricity becoming unsafe for any reason the Tenant undertakes to disconnect these at source and immediately notify the Landlord or his Agent.

INSPECTION AND ACCESS

In accordance with Section 11(6) LANDLORD AND TENANT ACT 1985 The Tenant hereby agrees to allow the Lessor or any person authorised by him in writing at all reasonable times of the day and upon the Landlord giving 24 hours notice in writing to enter the Premises comprised in this lease for the purpose of viewing its condition and state of repair. The Tenant also permits the Landlord or his Agent to hold a key for the purposes of emergency or to inspect the property. The Tenant further agrees upon the Landlord giving 24 hours notice in writing to allow access to the Landlords workmen to effect repairs and to provide them with such gas, water and electricity as may be need by them to undertake the repairs.

REPAIRS - LANDLORD

The Tenant further agrees that the Landlord is only liable to undertake repairs once he has been notified that a repair is necessary and the Tenant undertakes to send such notification in writing to the Landlord at the address contained herein for service of documents.

Under S11 LANDLORD AND TENANT ACT 1985 the Landlord is responsible for the following repairs:-

1. To keep in repair the structure and exterior of the dwelling house (including drains, windows, gutters and external pipes).
2. To keep in repair and proper working order the installations in the dwelling house for the supply of water, gas and electricity and for sanitation including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity and
3. To keep in repair and proper working order the installations in the dwelling house for space heating and heating water.

The same Act states that the repairing covenant shall not be construed as requiring the Landlord to carry out works or repairs for which the Lessee is liable by virtue of his duty to use the premises in a Tenant like manner or keep in repair or maintain anything which the Lessee is entitled to remove from the dwelling house.

HEALTH AND SAFETY

The Tenant is not permitted to have any other form of heating except that provided by the Landlord and that you are not to have any paraffin heater, portable calor gas heaters or electric fires of any description.

The Tenant is not to leave the washing machine functioning whilst the Tenant is not in the Premises.

The Tenant is to ensure that all exposed water pipes are lagged to prevent frost damage at all times.

The Tenant is not to park or permit to be parked so as to cause any obstruction or annoyance in or on any approach road or passageways leading to the Property any motor car, bicycle, perambulator or other vehicle used by the Tenant, the friends, servants or other visitors to the property.

The Tenant agrees to notify the Landlord immediately any gas, water or electrical installation malfunctions or appears likely to do so, and to notify the Landlord immediately of any damage which may give rise to a claim under the insurance of the Premises.

The Tenant agrees not to stop up any flues or ventilators to or in the Property.

The Tenant agrees not to do anything to breach the Lease or Freehold obligations of the Landlord.

PETS

The Tenant shall not keep any cat, dog or other bird, reptile or pet of any description without the Landlord's prior consent and where consent is given shall keep any such pet under proper control.

SUB TENANTS AND GUESTS

The Tenant shall not without the Landlords consent in writing take in any lodger or paying guest or assign, sublet or part with possession of the whole or any part of the premises except to persons who are employees of the Tenant. the Tenant's use of the premises shall not constitute a breach of this clause.

THE TENANT AGREES WITH THE LANDLORD:

To ensure that throughout the Term the Property is occupied by an Approved Employee (and his family)

This sub-clause does not require that the same approved Employee should occupy the Property throughout the term

An approved Employee means a respectable and responsible employee (and his family) of the Company or a group of employees of the Company. Such employee or employees have been previously approved in writing by the Landlord

That the Approved Employee(s) occupies the property as licencee(s). It is not the intention of the Agreement that a tenancy should be created in the name of the approved Employee or any other persons that may reside at that address.

USE OF THE PROPERTY

The Tenant Agrees:

1. Not to assign, or sublet, part with possession of the property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement to be agreed in writing
2. To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
3. Not to received paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
4. Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises
5. Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to the neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
6. Not to use the Property for any illegal or immoral purposes.
7. Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property
8. To keep all smoke alarms and carbon monoxide 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.

OTHER CHARGES

The deposit shall be forfeit in its entirety if the Tenant ends the Tenancy during the first 6 months of the Tenancy and this includes the situation where the Tenant having signed for the Tenancy fails to take up the Tenancy.

The Tenant shall also pay the Landlord of his Agents reasonable costs for the Tenants failure to adhere to the Tenancy Terms and the Tenant agrees to pay the following additional charges:-

1. Where the Landlord or his Agent sends to the Tenant a letter concerning any breach of the Tenancy (including rent arrears) the Tenant shall pay the fixed fee of £20.
2. Where the Landlord or his Agent sends to the Tenant a Notice under Section 8 of the Housing Act (for any breach of the tenancy) the Tenant shall pay the fixed fee of £35.
3. Where the Tenant fails to respond to the above and as a consequence a home visit by the Landlord or his Agent

becomes necessary, the Tenant agrees to pay the fixed fee of £60.

4. Where the Property is left in an unclean condition at the end of the Tenancy the Tenant shall pay the Landlords costs of cleaning the same.

5. VAT will be charged additionally if applicable.

THE LANDLORD

Hereby warrants that he is legally entitled to grant the Tenancy hereby created and has obtained any appropriate consent from any Mortgagee or Superior Landlord or other interested party and that the property hereby agreed to be let is not subject to any restrictive or other covenants or stipulations which have not been disclosed to the Tenant and the observance and performance of which would restrict or lessen the Tenants enjoyment of the said property.

THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS

a) That the Tenant paying the rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

b) To return to the Tenant any rent payable and in fact paid in advance for any period while the Property is rendered uninhabitable or inaccessible by reason of fire or any uninsured risk (unless the insurance is vitiated as a result of the act or default of the Tenant) the amount in case of dispute to be settled by Arbitration.

c) To insure the Property and keep insured with a reputable insurance Company during the period of the Tenancy against loss or damage by fire and such other risks as are normally covered by a Comprehensive Insurance policy.

d) To pay and indemnify the Tenant against all assessments and outgoings in respect of the property (except water rates, council tax payable by the Tenant and charges for the supply of gas, water, electric or the use of any phone).

e) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels or property of the Tenant or any such person therein by reason of any defect on the premises or through the neglect, default or misconduct of any Agent or other person employed by the Landlord.

f) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number and where there are two or more persons included from time to time in the expression the "Landlord" and "the Tenant" covenants entered into or accepted by such persons shall be deemed to be contracted jointly and severally and to be performed accordingly.

g) In accordance with Section 48 LANDLORD AND TENANT ACT 1987 The Tenant is hereby notified that any notice (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

h) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms, provisions or covenants or the agreement which shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

i) The Tenant shall pay to the Landlord forthwith on demand of all costs and expenses incurred or to be incurred by the Landlord as a result of or in connection with any breach of this agreement by the Tenant (including but not limited to legal costs on a solicitor and own client basis) and shall indemnify the Landlord against all losses, claims, damages and demands arising out of or in any way connected with any such breach.

FOREFEITURE CLAUSE

PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:-

1. If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after the same shall have become due (whether legally demanded or not) or

2. In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied or

3. If the Property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the Property or

4. If the Tenant being an individual shall become bankrupt or if the Tenant shall enter into any composition with his

creditors or suffer any distress of his goods in the Property or

5. In the event of any of the circumstances mentioned in Grounds 8,10,11-15 of Part (ii) of Schedule 2 Housing Act 1988 as amended by Housing Act 1996 (even through those Acts do not govern this Tenancy) or

6. If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by (a) the Tenant or (b) by a person acting at the Tenants instigation the Landlord shall be entitled to re-enter on the Property (subject always to any statutory restriction on his power to do so) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

SERVICE OF NOTICES UPON THE TENANT

It is hereby agreed that Section 196(5) LAW OF PROPERTY ACT 1925 shall apply to the service of any notice by the Landlord upon the Tenant. This provides that the notice is deemed served upon the Tenant if it is delivered to the Tenants address herein contained and which is the subject of this Tenancy.

TERMINATION NOTICE

1. If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy on the same letting terms as set out in this Agreement, provided we have not served the appropriate Notice to Quit upon you.

2. If the Tenancy is for a fixed term, we may serve on you the appropriate Notice to Quit during the fixed term to expire on any day after the last day of the fixed term and at least one month after the service of such notice.

3. If the Tenancy is periodic it may be terminated at any time by either party by serving one clear month's written notice upon the other, such notice to expire at the end of a relevant Rental Period.

AT THE END OF THE TENANCY

1. The Tenant agrees to permit the Landlord or his Agents upon giving reasonable notice to enter the premises at all reasonable times, by prior appointment, to show the premises to prospective Tenants or Purchasers during the last two months of the Tenancy hereby created and to permit the Landlord or his Agents to erect a For Sale or To Let Board at the premises during this time.

2. To hand over to the Landlord or his Agent on the last day of the tenancy whether on its expiration or sooner determination all keys to the property.

3. To yield up the property with all additions (if any) and the effects in good and tenantable repair and condition (except as aforesaid) and in the same clean state as it was in the beginning of the Tenancy.

4. To pay for the cleaning of all curtains and floor coverings and such of the effects as have in the opinion of the Landlord become soiled during the Tenancy.

5. The Tenant hereby authorises the Landlord to dispose of any such property belonging to the Tenant which is left behind in the property 7 days after the ending of the Tenancy by whatever means the Landlord considers suitable including total destruction if necessary and agrees to indemnify the Landlord against claims from any third party owners of such property and also agrees not to make any claim against the Landlord whatsoever for the disposal of such property.

6. The Tenancy does not come to an end until the Tenant has given vacant possession to the Landlord and returned all keys to the Landlord or his Agent.

THE GUARANTOR(S) (IF ANY) AGREES WITH THE LANDLORD:

(i) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

(ii) Should the Tenant fail to pay the rent (or defaults in carrying out the Tenant's agreements and obligations) that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses (arising out of or in connection with the Tenant's failure to pay or default) incurred by the Landlord in connection herewith.

(iii) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the Terms of the Tenancy or act, neglect or giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreement or obligations and if the Tenant

surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered.

Any liabilities accrued at the date of surrender will continue unaffected. The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties.

SPECIAL CONDITIONS

NONE

SAMPLE

I confirm that I have received the current gas safety certificate (where there is a gas supply to the property), 'How to Rent' booklet and Energy Performance Certificate (EPC) prior to the signing of this agreement.

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

SIGNED BY THE TENANT(S):

PRINT FULL NAME(S)	Phillip James Sherman
SIGNATURE	
DATED	30/04/2018

PRINT FULL NAME(S)	Mr Chris Smith
SIGNATURE	
DATED	30/04/2018

In the presence of WITNESS:

PRINT FULL NAME(S)	
SIGNATURE	
DATED	30/04/2018
OCCUPATION	
PLACE OF SIGNATURE	

SIGNED BY THE LANDLORD(S)/LANDLORD'S AGENT: KEITH PATTINSON LIMITED

PRINT FULL NAME(S)	
SIGNATURE	
DATED	30/04/2018

ADDRESS: KEITH PATTINSON LTD, KINGFISHER WAY, SILVERLINK BUSINESS PARK, WALLSEND, TYNE AND WEAR, NE28 9NY

PLACE OF SIGNATURE: KEITH PATTINSON LTD, KINGFISHER WAY, SILVERLINK BUSINESS PARK, WALLSEND, TYNE AND WEAR, NE28 9NY