

**ASSURED SHORTHOLD  
TENANCY  
AGREEMENT**

for letting a residential dwelling house

42 Wallaby Way, Sydney, TE0 0ST

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**General Notes**

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

**Note for Tenants**

- **This tenancy agreement is a legal and binding contract** and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
  - If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
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# Annex A to Tenancy Agreement

## Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

### LANDLORD'S AGENT

**Address:** Keith Pattinson Ltd,  
Kingfisher Way,  
Silverlink Business Park,  
Wallsend, Tyne And Wear,  
NE28 9NY

**Telephone Number:** 0191 737 1155

**Email:** [execulets@pattinson.co.uk](mailto:execulets@pattinson.co.uk)

### TENANT(S)

**Name:** Phillip James Sherman

**Address:** 3 Northumberland Place, North Shields, Tyne & Wear, NE30 1QP

**Telephone Number:** 0191110022

**Email:** [test1@email.com](mailto:test1@email.com)

**Name:** Mr Chris Smith

**Address:** 21 Test Street, Newcastle, NE1 4AB

**Telephone Number:** 0191001122

**Email:** [testemail@test.com](mailto:testemail@test.com)

### RELEVANT PERSON

N/A

### TENANCY DEPOSIT SCHEME

The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited  
1 The Progression Centre  
42 Mark Road  
Hemel Hempstead  
HP2 7DW

Phone 0300 037 1000

Email: [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com) Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

A1 Address of the property/premises to which the tenancy relates: 42 Wallaby Way, Sydney, TE0 0ST

### Details of the Deposit Holder(s)

A2 Name(s): Keith Pattinson Limited

A3 Address of the Deposit Holder: Keith Pattinson Ltd, Kingfisher Way, Silverlink Business Park, Wallsend, Tyne And Wear, NE28 9NY

A4 E mail address of the Deposit Holder: [execulets@pattinson.co.uk](mailto:execulets@pattinson.co.uk)

A5 Telephone number of the Deposit Holder: 0191 737 1155

### Details of The Tenant(s)

A6 Name(s): Phillip James Sherman

A7 Address for contact after the Tenancy ends (if known): ,

A8 E mail address for Tenant (if applicable): test1@email.com

A9 Mobile/Telephone number: 0191110022

A6 Name(s): Mr Chris Smith

A7 Address for contact after the Tenancy ends (if known): ,

A8 E mail address for Tenant (if applicable): testemail@test.com

A9 Mobile/Telephone number: 0191001122

### **The Deposit**

A10 The deposit is £550.00 . The Deposit is paid by the Tenant to the Agent. The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

A11 The holder of the Deposit will register the Deposit with, and provide other required information to, the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A12 A leaflet entitled 'What is the Tenancy Deposit Scheme?' explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant.

### **At the End of the Tenancy**

A13 The Landlord/Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

A14 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.

A15 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 the Tenancy Deposit Scheme to deal with any dispute about the Deposit at the end of the Tenancy.

A16 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 be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.

A17 Deductions may be made from the Deposit according to clause C5 of the Tenancy Agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

A18 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in 'What is the Tenancy Deposit Scheme?'. More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

A19 The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet 'What is the Tenancy Deposit Scheme?'

A20 Following sufficient time (usually at least six years) having elapsed from the last contact with the absent tenant / landlord the Member may donate the amount allocated to them to a registered charity.

A21 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.



Name of Landlord

Mr & Mrs Test,

Name of Tenant

Phillip Sherman,

Chris Smith,

## **AGREEMENT**

for an

Assured Short hold Tenancy

of

Address of subjects

42 Wallaby Way, Sydney, TE0 0ST

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**From (and including): 30/04/2018**

**To (and including): 29/10/2018**

**Rent: £500.00**

**Deposit: £550.00**

**THIS IS AN IMPORTANT LEGAL DOCUMENT AND SHOULD BE KEPT IN A SAFE PLACE.**

**IT IS BINDING ON BOTH PARTIES THAT THE FULL PERIOD OF THIS AGREEMENT BE HONoured PER THE TERMS AND PROVISIONS CONTAINED HEREIN.**

# AGREEMENT

for an

Assured Short hold Tenancy

Throughout the following any expression of the masculine gender shall include the feminine and neuter, and any expression of the singular includes the plural. This Agreement is made on the date specified below between the Landlord and the Tenant. It is intended that the tenancy created by the Agreement is and shall be an assured short hold tenancy within the meaning of the Housing Act 1988 as amended by Part III of the Housing Act 1996. This agreement provides and includes the name and the current address of the Landlord where any legal notices are to be served per S.48 Landlord and Tenants Act 1987. It is agreed by the tenant(s) that documents may be served to them by email (when their email address is noted on this agreement). If service is made by email, the documents will be deemed served that same business day when sent before 4.30pm. If sent after 4.30pm, they are deemed served the following business day. Possession may be recovered by virtue of Section 21 of the Housing Act 1988.

## Parties:

### (1)The Landlord:

Mr & Mrs Test,

Of: C/o Keith Pattinson Limited, Kingfisher Way, Silverlink Business Park, Wallsend, Tyne And Wear, NE28 9NY

### (2) The Tenant(s):

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

Mr Chris Smith  
21 Test Street  
Newcastle  
NE1 4AB

testemail@test.com

test1@email.com

### (3) The Guarantor(s):

SAMPLE

**Particulars:**

The Rent is the calendar monthly rent of £500.00 (or such other Rent as may be agreed by the Landlord with the Tenant or determined by a Rent Assessment Committee where appropriate) payable in advance commencing:

From	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

The tenancy begins from and including the 30/04/2018 for 6 months expiring the 29/10/2018 and thereafter from month to month on a contractual periodic basis.

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

The Tenant acknowledges that any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give that third party any rights over the property whatsoever.

**Commencement and termination**

1. The Landlord agrees to let and the Tenant agrees to take a Tenancy of the Premises for the agreed Term at the Rent described above and on the conditions of the Letting Provisions set out hereon.
2. (i) The Landlord may end the Tenancy by giving not less than two months notice in writing expiring at any time AFTER the full term of this agreement. The Tenant may end the Tenancy by giving the Landlord not less than one months notice in writing expiring at any time AFTER the full term of this agreement.  
(ii) Notwithstanding - where the currency of this agreement has been set for a fixed period of less than six months - the tenant reserves the right to extend tenure up to, but not exceeding, six months - whereupon the above (2(i)) provision applies  
(iii) In the event of the Tenant's breach of any provision herein, the Landlord reserves the right to seek premature termination by the exercising of Clause A.29 herein.
3. Both the Landlord and Tenant bind and oblige themselves and their respective heirs and representatives to implement their respective parts of these presents to each other, and, in the event of any dispute arising between the Landlord and Tenant in respect of this Agreement, the same may be settled by arbitration by an Arbiter to be mutually chosen by the Landlord and Tenant. We certify that this Lease is not a Lease which gives effect to an Agreement for Lease as interpreted by the Inland Revenue in terms of the Guidance Note dated 30/6/94 referring to section 240 of the Finance Act 1994.

The Deposit referred to in Clause C3 of the Letting Provisions is £550.00

## LETTING PROVISIONS

### A: THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS: -

**A (1)** As joint and several tenants to be responsible and liable for all obligations under this agreement

**A (2) The Subjects:**

To unconditionally accept the quality and standard of the subjects of let - all structures, fabric, decor and any fixtures, fittings and furnishings, whether internal or external, as seen and first inspected, examined and approved.

**A (3) Rent:**

(i) To pay the Rent monthly as cleared funds no later than the due date.

(ii) Where the Tenant is claiming Housing Benefit the Tenant agrees: - That all monies from the appropriate authority be paid direct to the Landlord or his Agent

(a) To Notify the Housing Benefit Department or the Local Authority in writing of any change in circumstance which may affect Benefit entitlement and immediately send a copy to the Landlord and his Agent.

(b) To indemnify the Landlord and his Agent should the Local Authority seek to claim an alleged overpayment of Housing Benefit from the Landlord or his Agent.

(c) To pay any shortfall in rent to the Landlord / Landlord's Agent from their own resources - as cleared funds no later than the due date monthly.

**A (4) Outgoings:**

(i) To pay all Council Tax, water rates, water service charges and any other taxes or impositions which replace them and other rates, taxes, duties, assessments and outgoings in respect of the Premises or the occupier.

(ii) To pay the cost of all gas, electricity and heating oil consumed and all telephone and internet charges incurred at the Premises during the tenancy (together with any standing charges levied by the appropriate authorities) and not to do anything to cause the disconnection of electricity, gas or telephone facilities

(iii) (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.

(iv) (If applicable) to pay to have the oil tanks filled throughout the Tenancy and to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.

(v) (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and to leave it filled no higher at the end of the Tenancy than at the commencement.

**A (5) Repair's and Decoration:**

(i) To keep the interior of the Subjects - all fixtures, fittings, electrical appliances and plumbing installations - wall and floor coverings, ceilings, doors and glass to all windows - in good, clean and tenable repair, decoration and condition throughout the period of agreement. 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.

(ii) To use the Premises in a tenant-like manner and undertake minor jobs which could be reasonably expected of a normal householder.

(iii) 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.

(iv) To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

**A (6) Alterations and decorations:**

Not to cut, damage, alter, rearrange, remove or interfere with any solid fixtures or physical structures of the subjects and loose or moveable contents (whether internal or external) and not to paint or redecorate or otherwise alter any aspect of the subjects without first obtaining written consent from the Landlord/Landlord's Agent to the colours and materials to be used and before the work is started.

**A (7) Fixings:**

Not to glue - nail - screw or otherwise fix anything whatsoever to the interior or exterior of the subjects or the contents without the Landlord's/Landlord's Agent's prior written consent. In particular this provision applies to any pictures, posters (and the like) to any walls, ceilings or doors.

**A (8) TV/VCR/Audio Equipment:**

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.

**A (9) Drains, Gutters, Chimneys and Access:**



Not to cause any obstruction to the drains or any jointly used access and to keep all drainage outlets and gutters clear of any blockage, the chimneys swept when necessary (at least annually) and any jointly used access clean and tidy and to pay any consequential remedial and reinstatement costs attendant to a default of this provision.

**A (10) Assigning or subletting:**

The Tenant shall not, without the Landlord's consent in writing, take in any lodger or paying guest and shall not assign, underlet, lend or part with any part of the subjects at any time or for whatever reason.

**A (11) Use:**

To use the Premises solely as a private residence and not to use or permit them to be used for any improper, immoral or illegal purpose. Moreover, the Tenant shall not carry on or permit to be carried on upon the premises any profession, trade or business whatsoever nor do anything or suffer to be done on the premises or elsewhere anything which may be or may become a nuisance, annoyance or inconvenience to the Landlord or the Tenants or Occupiers of any neighbouring premises or which may vitiate any insurances to the Premises or increase the premium for such insurance cover.

**A (12) Smoking:**

The tenant agrees neither to smoke in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning, fumigation etc., required.

**A (13) Animals:**

Not to keep any dog, cat, bird, reptile, insect or any kind of pet or animal in or on the premises without first obtaining the Landlord's written consent. Any such consent so given may be subsequently withdrawn at any time, conditional that there are reasonable grounds for the reversed decision. At the end of the tenancy, the Tenant agrees to return the Premises to a standard commensurate with the condition and cleanliness of the property at the commencement of the tenancy (allowing for fair wear and tear) and compensate the landlord for any losses or damage suffered.

**A (14) Anti Social Behaviour:**

To ensure that nothing shall at any time be done within or upon the subjects of let that shall offend - nuisance - damage - disturb - annoy - injure or inconvenience any adjoining, neighbouring or conterminous property and / or its occupiers.

**A (15) Insurances:**

To ensure that nothing is done in or on the Premises which may make void or voidable any of the Landlord's Insurance Policies or which may cause an increased premium to be payable and to make good to the Landlord any loss or extra expense arising from a breach of this clause. Tenants (and occupiers) are responsible for insuring their own personal effects and belongings and are strongly advised to take out insurance with a reputable insurer for this purpose.

**A (16) Security Alarm:**

Where an alarm system is installed the said system must be operational at all times when the premises are left unattended. The security number must not be changed or passed on to any third parties.

**A (17) Locks:**

Not to change any door locking mechanisms to the property and not add any additional security devices without the specific written consent of the Landlord/Landlord's Agent.

**A (18) Frost/Water Damage:**

All material frost and/or water damage due to the direct negligence of the tenant must be made good whereupon the burden of all costs shall fall to the tenant.

**A (19) Venting and Airing:**

To ensure that all rooms are adequately heated and vented as appropriate to avoid damage by dampness - especially in those rooms where there are frequent periods of high humidity - i.e. kitchen, bathrooms, en-suite/shower rooms and laundry/utility rooms.

**A (20) Cleaning:**

(i) To clean or where appropriate wash the Premises and the contents (if any) as often as may be necessary or appropriate, thereby maintaining the original standard and quality of same.

(ii) To clean and disinfect any and all shower heads in the Premises every six months.

**A (21) Garden:**

Where a garden is included in the Tenancy the Tenant agrees to use it as a private garden only and to keep it clean and tidy properly cultivated and free from weeds and the grass regularly mown so maintaining, at least, the original standard throughout the period of agreement.

**A (22) Refuse:**

Not to leave any domestic or garden refuse outside the boundary of the subjects except on the day of collection by the Local Authority and always in a properly enclosed receptacle - securely bound and correctly positioned.

**A (23) Entry by Landlord/Landlord's Agent:**

To allow the Landlord or the Landlord's Agent to enter the Premises at any time, without the Tenant's obligation to be present, but conditional that a minimum of 72 hours notice be given: -

(i) To inspect and examine the condition of the Premises initially twelve weeks after occupancy and thereafter at ten to twelve weekly cycles

(ii) To carry out repairs or maintenance as and when considered necessary or appropriate by the Landlord or Landlord's Appointee.

(iii) To grant the Landlord/Landlord's Agent access when no more than two calendar months of the agreed term remains unexpired to show prospective purchasers and/or tenants around the property. All such viewing shall be accompanied by the Landlord/Landlord's Agent who shall be required to give no less than 72 hours notice for such viewing. No request for viewing during normal daytime hours to be refused.

**A (24) Costs:**

(i) Any costs incurred in enforcing the terms hereof (including enforcing terms after the termination of the tenancy), making good any damages, breakages, and losses to the Premises and its contents caused by the act or omission (including negligence) of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear) will be the responsibility of the Tenant.

(ii) The Tenant agrees to indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

**A (25) Interest on payments arrears:**

The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this agreement remaining unpaid for more than 14 days after the day on which it became due.

**A (26) Head lease:**

Where the Landlord's interest is derived from another lease ("the Head lease") then:-

(a) The Tenant will observe the restrictions in the Head lease applicable to the Premises.

(b) The Premises are subject to the reservations and rights of entry in the Head lease.

**A (27) Care of Contents:**

Where any furnishings and effects are included in the agreement the Tenant agrees to maintain their current condition throughout but with reasonable latitude for normal wear and tear, and not to remove any such Contents, for whatever reason, from the Premises nor move them from the room in which they were originally positioned - without the prior written consent of the Landlord.

**A (28) Vacation of Premises:**

Not to vacate the Premises or leave them unoccupied for more than 21 consecutive days except on the expiry of the term of the tenancy and thereby having given a valid Notice to Quit. In any event, on vacation, to deliver all keys to the Landlord or his Agent and to pay rent up to the date of either vacation - the hand-back of keys or expiry of such notice whichever is the last

**A (29) Repossession During the Term Hereof: (Forfeiture):**

The Tenant accepts that the Landlord will be entitled to bring this tenancy to an end during the currency hereof in terms of Section 8 Schedule 2 on whatever ground(s) is deemed appropriate (1-17) of the Housing Act 1988. In particular - the Tenant accepts that should the property be the subject of a Heritable Security - granted before the creation of the tenancy - then Ground 2 of this Act may be exercised in the event of a serious default by the Mortgagor to the Mortgagee.

**A (30) Repossession at Expiry Hereof:**

The Landlords hereby gives notice to the Tenant that they have at some time before the beginning of the proposed Tenancy occupied the property as their principal home and that in either event, possession of the dwelling house may be required on Ground 1 or Ground 2 of Schedule 2 of the Housing Act 1988 (being subject to a mortgage granted before the start of the Tenancy).

**A (31) At the end of the Tenancy:**

(i) At the determination of the tenancy to deliver up to the Landlord the Premises and the Contents (if any) in a clean and tidy condition and clear of the Tenant own effects. Moreover the Tenant accepts the unconditional obligation to hand-back the subjects - all fabric, effects, fixtures and fittings to a standard equal to that which existed when occupancy first commenced save that of fair wear and tear. Failure to meet this obligation would prejudice the level of refund from the deposit/bond.

(ii) The Tenant hereby agrees that the Landlord/Landlords Agent will carry out all utilities meter readings, and a full inventory and dilapidation review sometime within 24 hours of the termination of the lease. The Tenant also agrees to be present at the time of this review.

(iii) Before the maturity of the lease the Tenant hereby agrees to pass to the Landlord/Landlords Agent a forwarding address, any appropriate telephone and/or fax and/or E-mail number (for any deposit refund, further communication and /or use by a Government Authority and/or Utilities Supplier).

**A (32) Tenant Charges**

(i) Change of sharer (or other amendment to the tenancy agreement) - £50 inc VAT

(ii) The full cost of replacing lost or missing keys or where necessary the cost of replacing the locks.

(iii) Should the tenant wish to leave their contract early (and where the landlord agrees to this early vacation), the tenant shall be liable for the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy. Typically the landlord's costs will be no more than a month's rent + VAT (120% of one month's rent) subject to a minimum of £450 + VAT (£540).

**A (33) Smoke Alarms**

(i) 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.

**A (34) Debt Recovery**

(i) The tenant(s) and guarantor(s) agree and acknowledge that their information may be passed to a debt recovery company, solicitor or similar entity at the end of a tenancy for the purpose of recovering monies owed to the landlord.

**A (35) Water Supply**

(i) 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.

**B. THE LANDLORD AGREES WITH THE TENANT as follows: -**

**B. (1) Quiet enjoyment:**

The Tenant shall have quiet enjoyment of the Premises against the Landlord and all persons claiming title through the Landlord.

**B. (2) Keys:**

To provide, from the outset of the agreement, one full set of keys to the subject. The cost of cutting any additional keys falls to the Tenant and any such extra sets must also be handed back when tenure ends.

**B. (3) Contact:**

Where the Landlord has not engaged the services of a Managing Agent - the Landlord agree to pass to the Tenant a contact address and telephone number upon occupancy and for use during the term of Lease. Any changes in such contact detail must also be notified to the Tenant immediately.

**B. (4) Gas:**

Where Gas is supplied to the property and whether or not the Landlord has engaged the services of a Managing Agent - the Landlord accepts unconditional and sole responsibility for the ongoing maintenance and safety of such by a Gas Safe registered Engineer and the supply of a valid gas safety certificate.

**B. (5) Mortgage Approval:**

The Landlord hereby confirms that should the property be or become the subject of a heritable security the Mortgagee has been advised and given formal approval to the letting arrangement. Proof of such must be made immediately available by the Landlord should the Tenant so request at any time. Notwithstanding the Landlord agrees that the Agent may also seek confirmation of such approval from the Mortgagee at any time.

**B. (6) Repair and Maintenance:**

Section II, Landlord and Tenant Act 1985 requires the Landlord to maintain the dwelling in wind and watertight condition and to keep in repair and proper working order, the installations for the supply of water, gas and electricity and the installations in the property for space heating and heating water.

**B. (7) Safety:**

The Landlord accept the unconditional responsibility to: - Ensure the safety of all electrical wiring throughout the subjects Maintain valid Buildings and Fire Insurance Comply fully with Fire and Furnishings (Safety) Regulations 1988

**B. (8) Ground Rent:**

Any Ground Rents charges to the subjects fall solely to the Landlord

**C. IT IS AGREED BY BOTH PARTIES as follows: -**

**C. (1) Rent Arrears/Breach of Agreement: (Forfeiture):**

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.

**C. (2) Fire/Flood:**

If the whole or any part of the Premises shall be destroyed or made uninhabitable by either fire or flood then unless the Tenant has broken the Letting Provisions the payment of the Rent or the appropriate part of it shall - according to the extent of the damage - be suspended until all or the appropriate part of the Premises has been reinstated and made fit for habitation

**C. (3) The tenancy deposit**

3.1 The Deposit of £550.00

3.2 The deposit is:

to be collected by the Agent, held by the agent and protected by the Tenancy Deposit Scheme (TDS)

**C (4) Interest**

Any interest earned will belong to the agent

**C (5) Purpose of the deposit**

The Deposit has been taken to cover:

- 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.
- Any damage, or compensation for damage, to the Premises or its fixtures and fittings. The cost of replacing any missing items.
- The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any damage to the property or 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.
- 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.

**C (6) At the end of the tenancy**

C6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

C6.2 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.

C6.3 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 the Tenancy Deposit Scheme to deal with any dispute about the Deposit at the end of the Tenancy.

C6.4 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 be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.

C6.5 Deductions may be made from the Deposit according to clause C5 of the Tenancy Agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.'

C6.6 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.

C6.7 Where more than one person comprises "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.

C6.8 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

\*These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the Agent.

**C. (7) Interpretation:**

The paragraph headings do not affect the construction of this Agreement

**C. (8) Parties:**

(a) Where more than one person is named as Tenant their obligations will remain joint and several throughout the term of lease and until its determination.

(b) References to "the Landlord" include those entitled to the reversion of this tenancy.

**C. (9) Rent Review:**

It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) for the previous 12 months and subject to a minimum of 3% and a maximum of 7.5%.

**C. (10) Mail:**

The burden of responsibility for the ongoing arrangements for the forwarding of all mail shall fall solely to the individual parties herein - whether Landlord or Tenant.

**C. (11) Central Heating/Electrical White Goods:**

For the avoidance of any doubt and where such equipment is included in the agreement it is agreed that the burden of responsibility falls to the Tenant for the general caring of: - the Central Heating system, any cooker, fridge, freezer, dishwasher, washing machine and all/any other electrical, mechanical or plumbing items. All must be used correctly and kept good throughout the lease period. The Tenant must make good any accidental and/or physical damage sustained to or in consequence of any such mishap. Notwithstanding - the burden of responsibility for the Annual Maintenance of the Central Heating System and Boiler falls solely to the Landlord (per B6 herein).

**C. (12) Extended Tenure:**

For the avoidance of any doubt - it is mutually agreed between both parties (Landlord and Tenant) that if before the expiry date of this agreement neither party has formally advised the other by their respective obligation (per Clause 2 page 7 hereof) to either repossess or vacate the subjects - then all provisions contained herein shall remain valid and the tenancy will continue on a contractual periodic basis, but conditional that both parties shall thereafter reserve the right to invoke Clause 2 page 7 at anytime after the original expiry date. Notwithstanding - the Landlord shall maintain the right to again review upwards the rent for successive six month periods after the initial Agreement period.

**C. (13) 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 Periodic Tenancy relating to the Property to which the Landlord and the Tenant are parties.

**C. (14)** WE CERTIFY that there is no agreement or lease to which this lease gives effect.

**D. (15) SPECIAL CONDITIONS**

NONE

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