



RR Properties Limited  
138-140 Cromwell Road  
London  
SW7 4HA

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# AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

This document contains the Terms of the Tenancy of [rental address details]

It sets out the legal undertakings and the rights of the Landlord and the Tenant. You should read this Agreement carefully and thoroughly and make sure it contains everything that you want to form part of the Agreement and does not contain terms you do not agree with.

Once signed by both parties 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 the whole or any part of the Agreement it is recommended that you seek independent legal advice from a solicitor or the Citizens Advice Bureau before signing.

ADDRESS / NAME  
Initials: Landlord

Initials: Tenant(s)

THIS AGREEMENT IS MADE ON THE **Date**

**BETWEEN**

Landlords <b>Name</b>
Care of
RR Properties Limited – 138-140 Cromwell Road, London SW7 4HA

**(‘the Landlord’)**

**AND**

Name (1)	Telephone No: Email:
Name (2)	Telephone No: Email:

FOR THE PREMISES AT:

ADDRESS OF RENTAL PROPERTY <b>[Address details]</b>
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**(‘the Premises’)**

**TERM:** For a term of **[months]** (‘the term’) from and including **[date]** to **[date]**

**RENT:** The Tenant shall pay £ **[sum]** per week being £ **[sum]** monthly (‘the Rent’) For the duration of the Tenancy subject to increases agreed on any renewals of the Term.

Excluding Bills: To pay directly to the supplier as and when they fall due all charges for the use of gas, fuel oil, electricity, telephone, water, sewerage, removal during the Tenancy any charge or the use of gas, fuel oil, electricity telephone water sewerage removal for a period partly during and partly during and partly before or after the Tenancy being appropriate apportioned and to maintain at the Property the supply of all such services during the Tenancy and to pay the Landlord the cost of reconnecting the same if any are disconnected, if the Tenant switches providers without the written consent of the Landlord or its agents, or the Tenant arranges the installation of a credit meter without written authority, the Tenant shall be liable for the administration charges of £100.00 associated with reversing the installation, with any other additional costs incurred by the Landlord or its agents from the Utility supplier.

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In advance first payment to be made before [date] of payable [sum] months' rent) from [date] up to [date]

Afterward, tenant pays on monthly basis in advance up to the day of check out.

**In order to our Bank Details:**

DEPOSIT: [SUM] to be paid by the Tenant on the signing hereof and held by the Agent during the Tenancy as Stakeholder and returned to the Tenant at the end of the Tenancy subject to the possible deductions in this agreement.

1<sup>st</sup> Part of Deposit £ [sum] paid [sum]

2<sup>nd</sup> Part of Deposit £ [sum] payable on [date]

**1. GRANT OF THE TENANCY**

- 1.1. The Landlord lets the Property with the benefit of the rights set out in First Schedule hereof and the Contents to the Tenant for the Term
- 1.2. This Agreement creates an Assured Shorthold Tenancy under Part I Chapter II of the HA 1988, which means that once the Tenancy has expired the Landlord is entitled to recover possession under section 21 of the HA 1988, unless the Landlord has served a notice on the tenant at the start of or during the Tenancy, stating that it is not an Assured Short hold Tenancy
- 1.3. Where the Landlord fails to comply with the DPS requirements the Landlord shall be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988
- 1.4. All named tenants and any permitted occupier(s) confirm that they have the right to rent in line with The Immigration Act 2014, without this right at the commencement of the Tenancy, the contract is considered null and void.

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## Tenant's Obligations

The Tenant(s) agrees to the following:

### **2. Starting the Tenancy**

- 2.1. To be jointly and severally (if applicable) responsible for all the obligations of the Tenant in this Agreement and to ensure compliance by any occupier or visitor.

### **3. Rent**

- 3.1. To pay the Rent at the time and in the manner specified (whether or not they are formally demanded and without deduction or set off) in accordance with Rental term on page 2 and 3
- 3.2. To pay interest on any late payments of rent from the date rental became due until the date received. The interest rate charge will be at a rate of 3% above the published Bank of England Rate and will apply to the number of days the rent remains unpaid.
- 3.3. To pay reasonable charges incurred by the Landlord or the Agent if a cheque is dishonored or a standing order recalled.
- 3.4. Any bank charges, credit/debit card charges or a payment shortfall associated with an overseas must be paid for by the Tenant. This includes any charges levied by the Agents bank and / or those incurred by the Tenants bank. In any event, the Tenant authorises the Agent to deduct all such amounts owed from any payments received from the Tenant.

### **4. Utilities, Council Tax (Electricity, Gas and Water)**

- 4.1 To notify and register with the local authority and the utility and telephone suppliers and arrange the transfer of the accounts into Tenant's name.
- 4.2 To inform the utility suppliers of the meter readings taken at the start of the Tenancy.
- 4.3 To pay the council tax for the premises during the Tenancy.
- 4.4 To pay all charges for the supply of gas electric or the fuel to the premises during

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the Tenancy.

- 4.5 To pay the water rates including storage and environmental charges.
- 4.6 To pay all telephone charges in relation to the premises including any connection fees.
- 4.7 To pay for a TV Licence if the tenant watches or records programs as they are being shown on TV or on Online TV service. This applies whether the tenant uses a TV computer tablet mobile phone games console digital box DVD or VHS recorder or any other device.
- 4.8 To pay any costs incurred in reconnecting or resuming any services to the premises if any services are cut off during the Tenancy due to the default in payment for the specific instruction of the tenant.
- 4.9 Not to alter add to or tampered with any electrical gas or water installation for meter to either in or serving the premises.
- 4.10 Not to have or allow a key meter or any other kinds of prepayment cards to be installed without the consent of the Landlord
- 4.11 Not to change the supplier of the utilities without the consent of the Landlord.
- 4.12 To arrange for the reading of the gas electricity and water meters if applicable at the termination of the Tenancy and to supply these readings to the utility supplies.
- 4.13 To comply with all laws and recommendations of the relevant suppliers relate to the use of the services and utilities serving the premises.

## **5. The premises fixtures and fittings**

- 5.1. To make reasonable efforts to keep the premises clean and tidy and in the same condition as shown in the inventory and schedule of condition checked at the start of the Tenancy. The tenant is not liable for the fair wear and tear repairs that are the responsibility of the Landlord or damage covered by the Landlords insurance policy unless the damages due to the negligence of the tenant whose family visitors or contractors.
- 5.2. To inform the Landlord or the agent as soon as reasonably practical of any defect

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damage disrepair or lack of maintenance at the premises as soon as it comes to the notice of the tenant and to take any reasonable steps in an emergency to prevent any further damage to the premises.

- 5.3. Not to alter or decorate the premises or the fixtures and fittings either internally or on the exterior without the prior consent of the Landlord. Such consent not to be unreasonably withheld.
- 5.4. To take reasonable precautions to prevent damage by Frost or freezing to the premises or the fixtures and fittings particularly during the winter months.
- 5.5. To take reasonable precautions to heat and ventilate the premises to prevent condensation and if condensation occurs to wipe down services to stop the growth of mould or damage to the premises fixtures and fittings.
- 5.6. I'm not to bring onto the premises any combustible or other material fuel equipment that may put my fire hazard apart from that is required for normal household use.
- 5.7. Anything including playing loud music and antisocial behaviour that may cause a nuisance annoyance or damage to the premises and the fixtures and fittings any adjoining or adjacent property or the owners occupiers of them.
- 5.8. Not to remove any of the fixtures and fittings from the premises or store them in any garage or outbuilding without the consent of the Landlord.
- 5.9. Not to fix any satellite dish aerial, notice, or advertisement either internally or externally at the premises without the consent of the Landlord or the agent. If consent is given or the tenant erects any item without consent to pay for the installation and removal of the reasonable cost of making good any damage caused to the premises for the fixtures and fittings. Consent may be withdrawn by the Landlord on reasonable grounds and upon giving reasonable notice.
- 5.10. Not to keep or store any boat caravan or commercial vehicles at the premises or any communal car park without the consent of the Landlord.
- 5.11. To ensure that any vehicle kept at the premises or in communal car parks is roadworthy.
- 5.12. to park only in any driveway or parking space allotted to the tenant if applicable and to remove any vehicle at the end of the Tenancy. If any vehicle is left at the

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premises it will be removed at the tenant's expense.

- 5.13. Not to repair any vehicle or motor-vehicle at the premises or in any communal car park apart from routine maintenance and cleaning of any oil spillage to any driveway or parking space.
- 5.14. To take reasonable precautions to prevent any obstruction of drains gutters sanitary appliances sewers vents waste pipes or duct and to pay to have any obstruction or overflow cleared or mended if it is due to the negligence or misuse of the tenant his family visitors or contractors.
- 5.15. If the tenant fails to comply with any obligations within the agreement the tenant will carry out any reasonable repairs or action within four weeks of being notified by the Landlord or the agent or within any alternative timescale agreed, or earlier if it is justified; or will authorise the Landlord or the agent to enter the premises in order to carry out the work at the tenants expense.
- 5.16. Not to fix or hang any pictures posters photographs or other objects to the walls ceiling woodwork using nail screws adhesive set a tape Blu-Tack or other equivalent apart from using a reasonable number of commercial picture hooks if there are excessive hooks to make good or compensate the Landlord for the damage caused by fixing removal.
- 5.17. Not to use or consume or allow others to use or consume any illegal or prohibited substance in or on the premises.
- 5.18. Not to assign sublet part with or share possession of the whole or any part of the premises or to take in any paying guest or lodger without the Landlords prior written consent.
- 5.19. To forward any notice or communication affecting the premises or any correspondence for the Landlord promptly and in any event within seven days of receipt to the Landlord and not to take any action regarding such notices communications of correspondence without prior written consent of the Landlord.
- 5.20. To take reasonable precautions to prevent infestation of the premises by vermin or animal fleas if infestation occurs due to something done or not done by the tenant to pay for the cost of any fumigation or treatment program carried out at the premises or any effective parts.
- 5.21. Not to use open fires in the premises. Unless explicitly stated otherwise in writing by

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the Landlord or the agent or fireplaces located within the premises are for decorative purposes only. Therefore no attempt at using them should be made by the tenant or any permitted occupier guest or visitor.

5.21.1 In breach of this clause the tenants are to be responsible for the reasonable cost of rectification of any damage caused to the premises by the use of any such fireplace including but not limited to the repair with a decorative or otherwise of the premises fixtures fittings or any other items damaged by smoke or fire.

5.21.2. For the avoidance of doubt this clause does not supersede any local authority rules concerning the usage of fireplaces and the local authority guidelines not only take precedence but should always be followed.

## **6. Use of the Premises**

- 6.1. To clean or pay for the internal and external cleaning of easily accessible windows of the premises regularly and at the end of the Tenancy.
- 6.2. To replace or pay to replace all light bulbs, fluorescent tubes and batteries during and at the end of the Tenancy as necessary.
- 6.3. To promptly replace all broken glass in the windows or doors with the same quality class if the breakage is due to the negligence of the tenant, his family, visitors or his contractors.
- 6.4. To pay for the cleaning of any chimneys if applicable at the premises annually.
- 6.5. Not to put or allow others to put any oil, grease or corrosive substance into the drains, sanitary appliances, basins, bath or sink is at the premises.
- 6.6. To take precautions not to overload electrical circuits by using multi socket adapters or extension leads.
- 6.7. To use the premises as a private residence for the sole use of the tenant and his family.
- 6.8. Not to register a company at the premises or run any trade professional business from the premises.
- 6.9. Not to allow or hold an auction sale at the premises.

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- 6.10. To notify the Landlord or the agent if the premises will be vacant for any continuous period in excess of 21 days and to comply with any conditions of the Landlords insurance for an empty property provided these conditions have been provided to the tenant in writing.
- 6.11. Not to keep any animals, birds, reptiles and fish at the premises without the prior written consent of the Landlord.
- 6.12. To put all refuse into a plastic bin liner and dispose of it in the receptacle made available or in accordance with the requirements of the local council.
- 6.13. To pay for the cost of any repairs or replacement of the alarm for wear and tear of any mechanical electrical appliances which belong to the Landlord if the breakdown or lack of repairs due to the negligence or misuse of the tenant, their family, their visitors or their contractors.

## **7. Garden and Plants (where applicable)**

- 7.1. To cut the grass at the premises regularly and keep it in a neat and tidy condition.
- 7.2. Garden, orders, patios, balconies and paths weeded, cultivated and tidy as at the start of the Tenancy.
- 7.3. Not to cut down, lop, or prune any shrubs, bushes, trees or timber without the Landlords consent. Such consent will not be unreasonably withheld.
- 7.4. To replace or pay for the replacement of any annual plants or any houseplants that died during the term.

## **8. Access and Inspection**

- 8.1. To allow the Landlord, the agent, any superior Landlord arrangement authorised contractors or professional advisors or any adjoining owner with their authorised contractors or advisers access to the premises at reasonable times provided the tenant has been given at least 24 Hours Notice in writing where possible except in an emergency for the following purposes:

8.1.1 To inspect repair and redecorate the premises fixtures and fittings including property inspection and taking accompanying photographs

8.1.2. To carry out a gas safety check.

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8.1.3. To carry out any work required under the agreement or to comply with legislation.

8.1.4. To carry out any building work or repairs on the party walls act 1996 and

8.1.5. For any purpose connected with the Landlords interest in the premises or any other property.

8.1.6. during the last two months of the Tenancy to allow for sale or to let boards be erected at the premises and to permit the premises to be viewed by the agent or any third-party who has authority from the Landlord or the agent who is accompanying prospective tenants or purchases by prior appointment at reasonable times upon being given reasonable notice in writing.

8.2. To ensure that the premises are in a tidy and presentable state during the last eight weeks of the Tenancy when the premises are available to be viewed by prospective tenants or purchases.

## 9. Insurance

9.1 The tenant his family visitors or contractors must not do or failed to do anything that may lead to damage how much destruction of all or part of the premises fixtures and fittings.

9.2. His family visitors and contractors must not do or failed to do anything that has the effect of invalidate insurance that the Landlord has taken out in accordance with clause 17.1.

9.3. To properly inform the authorities the Landlord or the agent of any loss or damage by fire theft attempted theft or other reasons and to provide written details to the Landlord or the agent to assist any insurance claim being made.

9.4. To pay for any Excess premium any insurance claim or other loss of suffered by the Landlord if it is due to action or lack of action on the tenant, his family, visitors or his contractors.

9.5. The tenant is advised that the Landlords insurance does not cover the tenant's belongings the tenant is strongly advised to take adequate insurance cover for these items at his own expense.

## 10. Security and Locks

10.1. Not to change damage alter or add to any locks bolts what are the security devices in

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the premises without the consent of the Landlord or the agent except in an emergency. If consent is given, to provide the Landlord or the agent with a set of keys.

- 10.2. Not to remove any locks or bolts which are fitted at the premises without the Landlords consent.
- 10.3. If there is a burglar alarm at the premises to pay the rental service maintenance and also any callout charges if the quality is due to the negligence or misuse of the tenant his family or visitors.
- 10.4. Not to change the code of the panel along without consent from the Landlord or the agent. If consent is granted to provide a Landlord or the agent with a new code promptly.
- 10.5. To keep the property locked and secured when empty and at night.

## **11. End of Tenancy**

- 11.1. To allow a professional inventory clerk access to the premises to check the inventory and schedule of condition at the end of the tenancy provided reasonable notice is given.
- 11.2. To pay for any second appointment if the tenant or his representative fails to keep the first appointment without notifying the Clerk, Landlord or agent.
- 11.3. To return possession of the Property in the same good clean state and condition as it was originally provided to the Tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects if they have been broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 11.4. To return all the fixtures and fittings to the same places as at the start of the Tenancy as described in the inventory and schedule of condition.
- 11.5. To remove or pay for the removal of all refuse and rubbish belonging to the tenant and dispose of it in the receptacle provided or arrange and pay for the its disposal by the local authority at the end the Tenancy.
- 11.6. To remove all belongings personal effects, food stuff or equipment of the tenant

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from the premises at the end of the Tenancy.

- 11.7. To return all keys and security devices including any additional keys or devices to the premises to the Landlord or the agent on the last day of the Tenancy.
- 11.8. To inform the local authority and the utility suppliers that the Tenancy has ended and arrange to receive and pay all final accounts of the suppliers and any outstanding council tax liability due until the last of the Tenancy.
- 11.9. To provide a forwarding address to the Landlord or the agent upon request and no later than the end of the Tenancy to enable any negotiations to be conducted regarding the deposit for the return of the deposit.
- 11.10. Any belongings, equipment or other items belonging to the tenant which are left at the premises at the end of the Tenancy will be deemed to be abandoned. After that time the Landlord or the agent can store, dispose of or sell the items and any costs incurred will be the liability of the tenant and can be deducted from the deposit and any excess will be payable by the tenant upon demand.
- 11.11. To grant vacant possession at the end of the Tenancy.
- 11.12. To pay the Landlord, or agent, all reasonable costs and expenses, as agreed by the tenant or awarded by the court, incurred by the Landlord in:
  - 11.12.1 Recovering or attempted to recover any rent or other monies in arrears;
  - 11.12.2 The enforcement of any reasonable obligations of the tenant under this agreement;
  - 11.12.3 The service of any Notice relating to any major breach of this agreement whether or not court proceedings are brought.

### **Landlord's Obligations**

**The Landlord agrees to the following:**

#### **12. Quiet Enjoyment**

- 12.1. Not to interrupt or interfere with the tenants use, enjoyment and occupation of the premises during the Tenancy apart from in an emergency or after giving 24 Hours

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writing to legally carry out any of the Landlords rights and obligations contained in the agreement.

**13. Ownership**

13.1. The Landlord confirms that he is the owner of the freehold or lease hold interest in the premises and that all necessary consents have been obtained to enable Landlord to enter into agreement.

**14. Starting the Tenancy: Cleaning, Possessions and Refuse**

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

14.2. To pay for the professional cleaning of the premises and the fixtures and fittings including any carpets, curtains, linen or furniture that are soiled, stained or marked prior to the commencement of the Tenancy.

**15. Removed – Intentionally blank –**

**16. Statutory Repairing Obligations and Other Repairs.**

16.1. To comply with the obligations to repair the premises set out in section 11 to 16 of the Landlord and Tenant Act 1985 as amended by the Housing act 1988. These sections impose on the Landlord the obligation to keep in good repair and good order the following.

16.1.1. The structure and the exterior of the premises including drains gutters and pipes but taking into account the age and character of the premises;

16.1.2. The installation for the supply of water electricity and gas.

16.1.3 All sanitary appliances including basins sink bath and sanitary conveniences.

16.1.4. Installation for the supply of space heating and water heating but not other fixtures fittings and appliances for making use of the supply of water and electricity. This obligation arises only after notice to repair has been given to the Landlord by the tenant.

16.2. To repay to the tenant any reasonable cost incurred by the tenant to remedy the failure of the Landlord to comply with statutory obligations.

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16.3. To ensure that at the start of and during the Tenancy all mechanical and electrical items (including any burglar alarm) belonging to the Landlord and form part of the fixtures and fittings are in good repair and proper working order unless the lack of repairs is due to the negligence or misuse of the tenant his family or visitors.

**17. Insurance**

17.1. To insure the premises and the fixtures and fittings related to the premises unless they are insured by a superior Landlord.

**18. Safety Regulations**

18.1. To ensure that all gas appliances installation pipework comply with the gas safety installation and use regulations 1998 and then a copy of the safety check record is given to the Tenant and Agent at the start of the Tenancy.

18.2. To ensure that the furniture if any and equipment forming the Fixtures and Fittings within the premises complies with the furniture and furnishings fire safety regulations 1988 as amended in 1993.

18.3. To ensure that all electrical appliances comply with the Electrical Equipment Safety Relations 1994 and the plugs and sockets etc. (Safety) Regulations 1994.

18.4. To ensure that the property is compliant with the smoke and carbon monoxide alarm England Regulations 2015.

18.5. To ensure that the risk of exposure of tenants to legionella is properly assessed and controlled in line with the approved code of practice and guidance on legionnaires disease; control of legionella bacteria in water systems.

18.6. To ensure that any electrician coming out electrical work at the premises is a member of the approved scheme.

**19. Head Lease**

19.1. To comply with all the obligations imposed upon the Landlord by a superior Landlord if the premises are held under a superior lease.

19.2. To take all reasonable steps to ensure the superior Landlord complies with the obligations of the Superior lease.

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19.3. To pay all charges imposed by any superior Landlord for granting this Tenancy.

**20. Other taxes, Outgoings and Services**

20.1. To pay, cover and compensate the tenant for all tax assessments and outgoings for the premises including any service charges and ground rent (if applicable) as apart from those specified as the obligations of the tenant in the agreement.

**21. Income Tax**

21.1. If the Landlords rent normal residence is outside the UK for six months in a tax year to appoint an agent or representative to receive the rent under the agreement.

**The Deposit**

**22. Deposit during and at the End of the Tenancy.**

22.1. The deposit has been taken and the Landlord and agent are entitled to deduct monies from the deposit to compensate the Landlord or Agent for losses caused by any or all the following purposes:

- 22.1.1. Make good any damage to the premises all the fixtures and fittings (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the premises or fixtures and fittings;
- 22.1.2. Replace any of the fixtures and fittings, which may be missing from the premises.
- 22.1.3. Pay any rent which remains unpaid under this agreement; and
- 22.1.4. Pay for the premises and the fixtures and fittings to be cleaned if the tenant is in breach of their obligations under clause 11.3
- 22.1.5. Pay for the reasonable costs incurred in rectifying remedying any major breach by the tenant of the Tenant's obligations under this agreement.

- 22.1.6 Settle any unpaid accounts for utilities water charges or environmental services or other similar services or council tax incurred at the premises for which the tenant is liable.
- 22.1.7. Make good any damage to the premises and the fixtures and fittings caused due to pets, animals, reptiles, birds, or fish occupying the premises whether or not the Landlord consented to their presence.
- 22.1.8. Pay any sum payable by the Landlord or the agent to the local authority where housing benefit has been paid direct to the Landlord or the agent by the local authority.
- 22.1.9. Remedy any other breach of this agreement by the tenant or to repay any other monies due under this agreement.

### **23. Tenancy Deposit Scheme**

- 23.1. The deposit is protected by the deposit protection service a trading name of Computershare Investor Services PLC they are registered office address is the DPS, the pavilions, Bridgewater Road, Bristol, BS13 8AE – they can be contacted on telephone number 0330 303 0030.
- 23.2. The Landlord has provided information required under section 213 (5) of the Housing act 2004 as set out any housing (Tenancy deposit) (prescribed information) order 2007 (SI 2007/797).
- 23.3. The Landlord has provided the documentation and information required by the Assured Shorthold Tenancy notices and prescribed requirements (England) regulations 2015 SI 2015/1646).
- 23.4. The Landlord agrees that the deposit should be held in accordance with the rules of the DPS.
- 23.5. The Landlord and tenant agree that any interest accrued from the deposit shall not be payable to the tenant.

### **General**

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**Landlord and tenant agree follows:**

**24. Uninhabitable premises**

- 24.1. If the whole or part of the premises are destroyed by fire or any other risk against which the Landlord is insured, rent will cease to be payable until the premises are reinstated and rendered habitable unless the whole or part of the insurance monies are not recoverable because of action or lack of action by the tenant, his family or his visitors
- 24.2. The Landlord's statutory applications to repair shall not be taken to mean that he must rebuild or reinstate the premises if there is destruction due to fire, flood, and Tempest event.
- 24.3. If the premises are not made habitable within one month, the tenant may terminate this agreement by giving immediate written notice to the Landlord or the agent.

**25. Data Protection**

- 25.1. Personal information of both the Landlord and the tenant will be retained by the agent during the tenancy or an extension of it.
- 25.2. Present and future addresses and other contact details of the Landlord and tenant may be provided to each other, to utility suppliers, the local authority, Credit agencies, reference agencies, debt collectors, legal advisers, or any other interested third-party directly related to this Tenancy.
- 25.3. Where we handle your personal information we will do so in accordance with the GDPR. If you would like more information on data protection law information please go to [www.ico.org.uk](http://www.ico.org.uk).

**26. Notices**

- 26.1. Any notice to the Landlord sent under or in connection with the Agreement shall be deemed to have been properly served if;

(a) Sent by first class post to the Landlord/Agency address given in clause 30.3

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or emailed.

- (b) Left at the Landlord/Agents address given in clause 30.3

26.2. Any notice sent to the tenant under or in connection with the agreement shall be deemed to have been properly served if sent:

(a) Sent by first class post to the property; or emailed

(b) Left at the property.

26.3. If a notice is given in accordance with clause 30.2 it shall be deemed to have been received:

(a) It's delivered by hand, at the time the notice is left at the proper address; or

(b) Is sent by first class post, on the second working day after posting.

26.4. The address at which notices including notices in legal proceedings or other written request may be sent to all served on the Landlord according to section 47 and 48 of the Landlord and tenant act 1987 is: RR Properties Limited – 138–140 Cromwell Road London SW7 4HA, or alternatively by email : [info@rrproperties.co.uk](mailto:info@rrproperties.co.uk).

**27. Removed – Intentionally blank –**

**28. The Agreement**

28.1. The Consumer Contracts (Rights of Third Parties) Act 1999 does not apply to the agreement.

28.2. If the court decides any obligation in the agreement is not valid it will not affect the validity of the rest of the agreement.

**29. Ending the Tenancy and Forfeiture**

29.1. If at any time:

29.1.1. The rent, or any part of it remains unpaid for 14 days after becoming due, whether formally demanded or not; or

29.1.2. If the tenant is in major breach of any obligation of the agreement; or

29.1.3. If any of the following grounds set out in schedule two of the Housing act 1988 (as amended) being grounds two, eight, 10, 11, 12, 13, 14, 15 or 17 approved (see definitions); or

29.1.4. If the tenant being an individual shall become bankrupt or enter into any arrangement with his creditors or being a company should either enter into liquidation whether compulsory or voluntary or should have a receiver appointed of its undertakings or assets or in any case should suffer any execution to be levied on the Tenant's goods; or

29.1.5. If the premises shall be left unoccupied for more than 21 days;

29.1.5.1. The Landlord may give written Notice to the Tenant that the Landlord seeks possession of the premises through the courts. If the tenant does not comply with that Notice the Landlord will bring this agreement to an end and regain possession of the premises by obtaining a court order for possession; and re-entering the premises after the court bailiff has evicted the tenant. When the bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other legal rights the Landlord may have to pursue the tenant under this agreement.

29.2. If the Tenant vacates the property during the Term, the Tenant will remain liable to pay Rent and any other monies payable under this agreement until the term expires or the premises are re-let which ever is earlier, whether or not the tenant chooses to continue occupying the property. If the property is re-let during the term, the tenant will reimburse the Landlord for any letting agent's fee or other reasonable costs incurred from that point until the end of the term. This will include a deduction to compensate the Landlord for any letting commission charges payable to RR Properties Limited for the period of the term in which rent was not received as a result of the tenant terminating the Tenancy in a manner contrary to the terms of the Tenancy agreement.

### **30. Other Clauses**

30.1. It is here by agreed that the Tenant acknowledges and understands that neither he, nor any of his guests or invitees shall be permitted to smoke in the Premises at any time.

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## **Break Clause**

- 30.2. The Tenant agrees that the Landlord has the right to terminate the Tenancy by giving the tenant not less than two months' advance written Notice. This notice cannot be served in the first four months from the start of Tenancy. This notice can only expire after the six months of the Tenancy or any time thereafter. At the expiry of the notice period the Tenancy agreement shall cease except that either the Landlord or the tenant can pursue the legal remedies against the other for any existing breach of any rights obligations of the agreement this clause relates to section 21 of the Housing Act. The Landlord also has remedy under section 8 of the Housing Act for non-payment of rent or other breaches of this agreement.
- 30.3. The Landlord agrees that the tenant has the right to terminate the Tenancy by giving the Landlord not less than two months advance written notice to be sent by recorded delivery to Tenancy terminations at RR Properties Limited, 138–140 Cromwell Road London SW7 4HA. This Notice cannot be served in the first four months from the start of the Tenancy. This notice can only expire after the first 6 months of the Tenancy or at any time thereafter. At the expiry of the notice period the Tenancy agreement shall cease except that either the Landlord or the tenant can pursue the legal remedies against the other for any existing breach of any rights or obligations of the agreement.

## **Definitions and interpretation**

In the agreement the following definitions and interpretation of apply:

**"Agent"** means our properties or anyone who subsequently takes over the rights and obligations of the agent.

**"Agreement"** or **"Tenancy agreement"** this contract which is signed by both parties.

**"Award"** means the amount of the deposit awarded to each party by the independent case examiner of the Tenancy deposit scheme for regulated agents.

**"Data protection laws"** means applicable legislation protecting the personal data of natural persons including in particular the data protection act 1998 and any replacement to it (and from 25<sup>th</sup> of May 2018 GDPR), together with binding guidance and codes of practice issued

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from time to time by relevant supervisory authorities. “Emergency” means where there is a risk to life or damage to the fabric of the premises or fixtures and fittings contained in the premises.

“**Fixtures and fittings**” include references to any of the fixtures, fittings, furnishings, or floor, ceiling or wall coverings.

“**GDPR**” Means regulation (EU) 2016 /679 of the European Parliament and of the Council of 27th of April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementation laws as updated from time to time. “Head lease” sets out the obligations of your Landlord to his superior Landlord. Patient is contained in the head lease will find the tenant if he has a promise promises.

“**ICE**” Means the independent case examiner of the deposit protection scheme.

“**Inventory and schedule of condition**” is a document drawn up prior to the commencement of the Tenancy by the inventory clerk including the fixtures and fittings in the premises, which will be given to the tenant at the start of the Tenancy.

“**Joint and several**” means that when more than one person I included as the tenant, the tenant as a group will be liable for all the rent and the cost of any breach of the agreement until all costs are paid in full and each individual included in the definition of the tenant is liable for all the rent and the cost of any breach of the Tenancy until all costs are paid in full.

“**Landlord**” includes any one owning an interest in the premises, whether freehold or leasehold, entitling them to possession of it up on the termination expiry of the Tenancy of anyone who later owes the premises.

“**Member**” means an agent or Landlord who has joined the protection scheme.

“**Premises**” includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the premises include the use of common access Ways and facilities.

“**Stakeholder**” means that deductions can only be made by the agent for the deposit at the end of the Tenancy with the written consent of both parties or from the court or an adjudication decision from the DPS.

**“Stamp duty land tax”** is a tax payable if applicable to the stamp office by the tenant to sign if the rent after discount threshold for the information can be obtained from the HM revenue and customs website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

**“Superior Landlord”** means the person for the time being who owns the freehold or superior interest in the premises of the building of which the premises form part, which gives him the right to possession of the premises at the end of the Landlords lease of the premises.

**“Tenant”** includes anyone entitled to possession of the premises under the agreement.

**“Term”** or **“Tenancy”** includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original term.

**“The deposit holder”** means the thermal company who holds a deposit under and is a member of the DPS.

**“Working day”** excludes a Saturday, Sunday or bank holiday.

References to the singular includes the plural and references to the masculine include the feminine, the tenant and Landlord agreed that the laws of England and Wales shall apply to the agreement, the basis upon which the Landlord can recover possession from the tenant, during the fixed term I set out in the grounds of schedule two of the Housing act 1988, (As amended) and which are referred to in this agreement and are as follows:

### **Mandatory Grounds**

- Ground 1: The Landlord requires possession as he used to occupy the property as his main home or he now wishes to occupy the property as his main home.
- Ground 2: The property is subject to a mortgage and the mortgagee is now entitled to exercise a power of sale.
- Ground 3: The Tenancy is a fixed term of not more than 8 months and the property was previously a holiday let.

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- Ground 4: The Tenancy is a fixed term of not more than 12 months and the property is student accommodation let out of term.
- Ground 5: The property is that of a minister of religion.
- Ground 6: The property requires redevelopment.
- Ground 7: The tenant has died.
- Ground 8: The tenant is in rental arrears.
- **Discretionary grounds where the Court may grant possession:**
- Ground 9: Suitable alternative accommodation is available for the tenant upon possession.
- Ground 10: The tenant is in arrears of rent.
- Ground 11: The tenant has persistently delayed paying rent, whether or not the rent is currently in arrears.
- Ground 12: Any obligation of the Tenancy has been broken, other than payment of rent.
- Ground 13: Due to the tenant's conduct, the property has deteriorated.
- Ground 14: The tenant is causing a nuisance or annoyance to people residing at the property or visiting the property. The tenant is convicted in engaging in illegal or using the property for immoral purposes.
- Ground 15: The tenant has allowed the Landlords' furniture to deteriorate due to ill treatment.
- Ground 16: The tenant occupies the property due to his former employment by the Landlord.
- Ground 17: The Landlord granted the Tenancy as a result of a statement made by the tenant which is later found to be false.

**Signatures of the Landlord and the Tenant agree the rights and obligations of the agreement**

**Signed by the Landlord(s) or their agent(s)**

Names <b>Landlord</b>	Signatures
Date:	
Witness Signature:	
Witness Full Name:	
Witness Occupation:	
Witness Address	

**Signed by the Tenant(s)**

Name (1) <b>Name</b>	Signature(s)
Name (2) <b>Name</b>	Signature(s)
Date:	
Witness Signature:	
Witness Full Name:	
Witness Occupation:	
Witness Address	

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**Section A: prescribed information for Assured Shorthold tenancies.**

Under the Housing act 2004, relation to the tenant and anyone who paid a deposit on the tenants behalf (“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.

(a) The scheme administrator of the Tenancy deposit scheme is:

Deposit protection service

The DPS, The pavilions, Bridgewater Road, Bristol, BS13 8AE.

Phone: 0330 303 0030

Web: www.depositprotection.com

**THE DEPOSIT**

£ [sum]

The amount of the deposit paid is

**ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES**

[RENTAL ADDRESS DETAILS]

**DETAILS OF THE LANDLORD(S)**

Name(s)	Name
Address	Address
Telephone	Number

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Initials: Landlord

Initials: Tenant(s)