

# TENANCY AGREEMENT

(Amended April 2007)

flat 10

## INFORMATION FOR PROSPECTIVE TENANTS

This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).

Before you sign it you should read it carefully and make sure you understand the responsibilities and rights of both the Landlord and Tenant.

You may wish to consider matters before signing and if unsure take some advice, from a solicitor, Citizens Advice Bureau or Law Centre, for example.

Once signed and completed it becomes a contract between you and your landlord.

This agreement is only for use in England and Wales.

Not to be used for agreements of three years or more which must be signed as a deed.

<sup>DS</sup>  
[Signature]

This agreement has been prepared by; Christopher Nevill Letting Limited, 278 High Street, Uxbridge, Middlesex, UB8 1LQ. + 44 ( 0 )1895 239977.

**BY WAY OF EXPLANATION**

- **"Administration Costs"** means the costs and charges associated with the setting up and running of the tenancy, including the costs of checking the Property at the end of the tenancy.
- **"Cleared funds"** means cash or a direct debit payment or standing order payment (subject to the previous written agreement of the Landlord) or the date on which a cheque presented to a bank or building society for payment is honoured by payment on that cheque to the Landlord. For the avoidance of doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation.
- **"The Deposit"** means the sum set out on page 6 of this Agreement and described in Clause 2 of this Agreement.
- **"Joint and several"** means that if the Tenant includes more than one person, each individual is liable for all the Tenant's responsibilities and obligations under the tenancy individually as well as jointly with the others.
- In this Agreement the word **"Landlord"** includes all those people listed on page 5 of this Agreement as being the joint or sole landlord of the property, and their successors in title from time to time.
- The **"Landlord's Agent"** means any person authorised by the Landlord to act on the Landlord's behalf from time to time in relation to the tenancy; a letting agent or a solicitor, for example.
- If the Landlord appoints an agent or agents, their identity and address will be notified to the Tenant promptly in writing and any changes will be notified to the Tenant in good time.
- **"Stakeholder"** means as agent for the Landlord and for the Tenant. A stakeholder can only act with the consent of both the Landlord and the Tenant. No deductions can be made from the deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.
- The word **"Tenant"** includes all those persons listed on page 5 of this Agreement as being joint and several Tenants of the Property [and any person in whom the tenancy is vested from time to time].

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- "ICE" is defined as the "Independent Case Examiner of The Dispute Service Ltd".
- "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
- "Deposit Holder" in the Prescribed Pages means the person, firm or company who holds the Deposit under and is a Member of the TDS.
- "Relevant Person " in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- References to the masculine gender in this Agreement will include the feminine and to the singular will include the plural.
- The basis upon which the Landlord can recover possession from the Tenant, during the fixed term are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

### **Mandatory Grounds**

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

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

### **Discretionary Grounds**

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

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

**Ground 12:** the tenant is in breach of one or more of the obligations under the tenancy agreement;

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

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

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

**Ground 17:** the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the

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tenant's instigation.

**There are a series of Schedules attached to this Agreement.**

**Schedule A**

If the Property contains furniture, fixtures, contents and effects, a list of the furniture, fixtures, contents and effects will be set out with a description of their condition in the "Inventory and Schedule of Condition" separate to this agreement.

**Schedule B**

If the Landlord's own title to the Property is leasehold and not freehold, the Landlord will himself be a tenant under a "Superior Lease" and there will be a "Superior Landlord".

Where the tenant's obligations under the Superior Lease are passed on to the Tenant to be performed by the Tenant during the tenancy those obligations are set out in full in Schedule B.

**Schedule C**

Gives details to the Tenant of the insurance policy taken out by the Landlord in relation to the Property and its contents prior to the commencement of the tenancy. The Landlord will inform the Tenant forthwith in writing of any alteration in the identity of the insurer and/or of any new insurance policy and/or of any revision in the terms of the insurance policy.

**1. THE MAIN TERMS OF THE AGREEMENT**

- **Date:** 15 December 2017
- **Landlord (s):**  
c/o Christopher Nevill Lettings  
278 High Street  
Uxbridge  
Middx  
UB8 1LQ
- **The Tenant (s):** Jaqueline Cynthia Tavernia-Mcleod
- **The Property :** Flat 10 Springfield House  
Hayes End Road  
Hayes  
Middlesex  
UB4 8EH
- **The property contains furniture, fixtures, contents, and effects which are specified together with a description of their condition in the**

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[Signature]

**"Inventory and Schedule of Condition".**

- **For the term of**                **twelve months**

**Tenancy Commencing on 18 December 2017**

- **The Rent Payable:**        **£1250.00 P.C.M**
- **The Rent Due Date:**    **The rent is to be paid until further notice in the following manner. In cleared funds Monthly in advance on the 20th of each month.**

**It has been agreed that a rental top up of £564.30 will be paid which is £51.30 x 11. So after the first month the rent going forward will be £1198.70 for the remaining 11 months of the tenancy.**

Note the description of "cleared funds" on page 3.

- **The Deposit:**                **£1875.00**

This agreement is an Assured Shorthold Tenancy and on signing the document the Tenant will pay the following amounts of money (which have been previously notified to the Tenant.)

- **Initial Rent:**                **£1250.00**
- **Deposit:**                    **£1875.00**

## **2. THE DEPOSIT**

- 2(a) The Tenant agrees to pay to the Landlord Agent the Deposit on the signing of this Agreement.
- 2(b) The Deposit paid by the Tenant is held as security for the performance of the Tenant's promises and agreements under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 2(c) During the Tenancy the Deposit is held by The Agent as Stakeholder which means that no deduction can be made from the Deposit without the

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