

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

**for letting residential dwelling house**

**This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold 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.**

**NB A Notice of assured shorthold tenancy need no longer be served on the Tenant for new tenancies created on or after February 28 1997.**

**This Assured Shorthold Tenancy Agreement** dated the Two Thousand and Eighteen

(the Binding Date of this contract) is made BETWEEN;

[NAME]

Whose address is

[ADDRESS]

Hereinafter called **the Landlord** of one part

**AND**

[NAME]

Hereinafter called **the Tenant(s)** of the other part.

DRAFT

IT IS AGREED AS FOLLOWS

## 1. DEFINITIONS AND INTERPRETATION

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this Tenancy Agreement. It is not an exhaustive or complete list. In the event of a dispute, only a Court can decide on a definitive interpretation or meaning of any clause, or any part of this Agreement.

1.1 In this Agreement the following definitions apply:

**BACS** Bank Automated Credit System

**Binding Date** a Tenancy Agreement is not, technically, a legally binding contract until it has been executed" by being Dated after both Parties (or their authorised representatives) have signed: although it might be possible for either party to take legal action against the other if they withdraw prior to this date.

**Commencement**

**Date** means on the date specified in Clause 2.1 and the day the Tenancy commences.

**Council Tax** means the tax introduced by the Local Government Finance Act 1992 or any other replacement tax or charge levied by the Local Authority on the occupier and/or the Premises.

**Deposit** means the Deposit of £ [NUMBER] which must be paid by the Tenant to the Landlord's Agent.

**Deposit Holder** means the Agent who will hold the Deposit as Stakeholder. The Agent will be a member of the Tenancy Deposit Scheme, and any interest earned will belong to the Agent.

<b>Stakeholder</b>	means any person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until as agreed by the parties to the Assured Shorthold Tenancy, or as ordered by the court, or as directed by an Adjudicator.
<b>Expiry Date</b>	means on the date specified in Clause 2.1 or the termination of any extension or continuation or any Contractual Periodic Tenancy which arises thereafter.
<b>Fixtures and Fittings</b>	means any fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings detailed in the Inventory or any items replacing the same from time to time.
<b>Insured Risks</b>	means fire, storm, tempest or other perils recognised as such by a reputable Insurer.
<b>Inventory and Schedule of Condition</b>	means any document prepared by the Landlord or the Landlord's Agent and provided to the Tenant detailing the Landlord's fixtures, fittings, any furnishings, equipment etc., the décor and the condition of them.
<b>Joint and Several</b>	means that jointly the Tenants are liable for the payment of all Rents and all liabilities falling upon the Tenants during the Tenancy as well as any breach of the Agreement. Individually each Tenant is responsible for payment of all Rent and all liabilities falling upon the Tenant as well as any breach of the Agreement until all payments have been made in full.
<b>Landlord</b>	means [LANDLORD] and includes any successors in title to the Landlord and any person lawfully claiming under or through him.
<b>Landlord's Agent</b>	means J W Wood trading at 7 Old Elvet, Durham City, DH1 3HL.

**Member** means J W Wood as a member of the Tenancy Deposit Scheme.

**Month/Monthly** means a calendar month.

**Permitted Parties** means the Landlord and Tenant(s).

**Premises** means the residential property known as DURHAM CITY, DH1 together with its appurtenances.

**Remedial Work** means any work required to the Premises in order to return the Premises to the condition they were in at the Commencement Date including but not restricted to the reasonable costs of any damage caused or cleaning required.

**Rent** means the amount set out in Clauses 2.1 and 2.2, which excludes Council Tax and Water and Sewerage Rates payable for the Term of the Tenancy.

**Rent Payment Date** means the date set out in Clause 2.1.

**Superior Landlord** people or persons, to whom the ownership or interest in the Leasehold Premises might revert in fullness of time, following the expiry of the term of any Head, or Superior Lease.

**Superior Lease** means a Lease (if any) under which the Landlord himself holds, or owns the Premises and which contains the obligations of which the Landlord, or his Tenant(s) in turn, may be bound.

**Tenant(s)** means the Tenant(s) as set out above. Where the Tenant is more than one person, the Tenant's Obligations are Joint and Several. The Tenant(s) include(s) the successors in title to the Tenant(s).

**Tenant's Obligations** means those obligations agreed by the Tenant(s) in clauses 2, 3 and 5.

**The Term or  
the Tenancy**

references to the Term or the Tenancy include any extension or continuation, or any Contractual Periodic Tenancy which may arise following the end of the period set out in Clause 2.1.

**Utilities**

means gas, water and sewerage rates and electricity.

**VAT**

means value added tax.

**Water Charges**

means references to water, sewerage and environmental service charges.

**Written Consent/  
Authorisation**

The Tenant(s) obtain confirmation in writing of any consent or authorisation given by the Landlord or the Landlord's Agent.

- 1.2** Any reference to any Act of Parliament includes a reference to any amendment or replacement of it from time to time and to subordinate legislation made under it.
- 1.3** The masculine gender includes the feminine gender.
- 1.4** The headings in this Agreement are for information only and will not affect its interpretation.
- 1.5** References to "Agreement" mean this Agreement (and includes all documents referred to). References to the Clauses mean clauses of this Agreement.

## **2. AGREEMENT TO LET AND THE RENT**

- 2.1** The Landlord lets and the Tenant holds the Premises for a term certain of 12 months with effect from the 9<sup>th</sup> JULY 2019 at the rent of £\*\*\* per calendar month payable calendar monthly in advance with effect from the 9<sup>th</sup> JULY 2019.
- 2.2** The said Rent shall be paid by standing order by the Tenant on the days in the manner aforesaid clear of all deductions whatsoever with effect from the 9<sup>th</sup> JULY 2019 to;

### **JW WOOD LIMITED CLIENTS PREMIUM ACCOUNT**

**BARCLAYS BANK PLC, 6/7 MARKET PLACE, DURHAM CITY**

**Sort Code: 20.27.41**

**Account Number: 00980587**

- 2.3** The Tenant will be liable to reimburse the Landlord, the Landlords Agents re- letting fee as referred to in clause 3.3 and 3.86 of this agreement in the sum of £120.00 (inclusive of VAT).
- 2.4** The Deposit has been taken for the following purposes:
- 2.4.1** Any damage, or compensation for damage, to the Premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 2.4.2** The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises, its fixtures and fittings.
- 2.4.3** 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.
- 2.4.4** Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- 2.5** There being multiple Tenants, 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.

- 2.6** This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for in Section 21 of that Act.
- 2.7** The Landlord may bring the tenancy to an end at, or at any time after the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub – clause.
- 2.8** Any agreement or obligation on the part of the Tenant to do or not to do any particular act or thing shall also be constructed as an obligation on the part of the Tenant not to permit or allow any other person(s) to do so.

### **3. TENANTS OBLIGATIONS**

- 3.1** If at any time during the Tenancy the amount held in respect of the Deposit is less than £\*\*, the Landlord's Agent may require the Tenant to pay such amount as is required to increase the amount of the Deposit accordingly. The Tenant shall pay any such amount within fourteen days of written demand.
- 3.2** At the end of the Term and before returning the Deposit the Landlord or the Landlord's Agent on the instruction of the Landlord shall, first be entitled to deduct from the Deposit all such Rent, monies, loss, expenses and sums as are due under this Agreement. In addition, the Landlord or the Landlord's Agent will be entitled to deduct from the Deposit reasonable costs to reflect the administration work required to arrange any Remedial Work. The reason for the nature of these deductions will be notified to the Tenant in writing. Such correspondence will be sent, addressed to the Tenant, to the address provided by the Tenant.
- 3.3** Should the Tenant vacate the Premises before the expiration of the Term certain as stated at clause 2.1, the said Tenant will be liable to pay Rent up to the date on which the Premises is re-let or to the expiration of the Term certain, whichever is the sooner. As per clause 2.3 the Tenant will also be liable to pay the Landlord's costs in respect of the new Tenancy should the Premises be re-let before the expiration of the Term certain.
- 3.4** Should any such deductions exceed the Deposit held then the amount of any excess shall be paid by the Tenant within 14 days of written demand.

- 3.5** The Tenant shall provide the Landlord or the Landlord's Agent with a forwarding address once the Tenancy has come to an end.
- 3.6** Any property or belongings of the Tenant or members of the Tenant's household left behind at the Premises will be considered abandoned if, after the end of the Tenancy and after the expiry of seven days written notice sent, addressed to the Tenant, to the address provided, the Tenant has not removed or retrieved them. After this time the Landlord or the Landlord's Agent can dispose of such property. In such circumstances the Tenant shall be liable to pay to the Landlord or the Landlord's Agent.
- 3.6.1** the reasonable costs incurred by the Landlord or the Landlord's Agent in storing, removing or disposing of such property,
- 3.6.2** damages at a rate equivalent to the Rent on a pro-rata daily basis where any property or belongings cannot be easily removed from the Premises, until the Tenant, or in default the Landlord or the Landlord's Agent can remove or dispose of such property,
- 3.6.3** any additional reasonable expenses incurred by the Landlord or the Landlord's Agent in checking the Inventory, which cannot be finalised until all property belonging to the Tenant or members of his/her household have been removed.
- If the Tenant does not pay these damages and expenses, the Landlord or the Landlord's Agent shall be entitled to deduct such damages and expenses from the Deposit or from the proceeds of the sale of any property or belongings left by the Tenant
- 3.7** To pay the Rent in cleared funds by the dates payments are due according to the terms of this Agreement whether formally demanded or not. For the avoidance of any doubt, it is the Tenant's responsibility to ensure the Standing Order is set up in such a manner as to ensure cleared funds are received on or before the dates payments fall due. If the Tenant fails to pay any monthly Rent which lawfully falls due for payment, or is late in making any such payment, the Tenant shall pay to the Landlord a fixed charge of £36.00 inclusive of VAT in respect of each missed or late payment.
- 3.8** The Tenant shall attend (or appoint a competent person to represent him) at the Premises at the commencement of the Tenancy for the purposes of checking through the Inventory and Schedule of Condition and signing it as being an accurate record of the state and condition of the interior of the Premises and its contents and

also at the termination of the Tenancy for the purpose of checking through the Inventory and Schedule of Condition and agreeing any dilapidations that may have accrued.

- 3.9** To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (with the exception only of the installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985 as listed in clauses 4.6 to 4.7). Also to keep the interior of the Premises in good decorative order and condition, with the exception of damage caused to the interior by fire, unless this is due to some act or omission by the Tenant or any person residing or sleeping in or visiting the Premises.
- 3.10** Not to remove any of the said Fixtures and Fittings (as applicable) from the Premises and to leave the same at the termination of the Tenancy in the several rooms and places described in the said Inventory or as found at the commencement of the said Tenancy.
- 3.11** Not to assign underlet or part with the possession of the Premises or any part thereof or of the said Fixtures and Fittings (as applicable) or any part thereof.
- 3.12** To take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition.
- 3.13** To make good or, to pay or compensate the Landlord for:
- 3.13.1** All damages to the Premises caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises.
- 3.13.2** The repair or replacement of all Fixtures and Fittings as shall be broken, lost, stolen, damaged or destroyed during the Term. This is with exception to damage by fire unless this is due to some act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises.
- 3.14** To keep all electric lights in good working order and in particular to replace all light bulbs and fluorescent tubes as and when necessary.
- 3.15** To test on a monthly basis any smoke detectors any heat detectors and any carbon monoxide detectors fitted in the Premises and replace any batteries in the smoke detectors heat detectors or carbon monoxide detectors, which are found not to be working. If the smoke detectors, heat detectors or carbon monoxide detectors are not working after the fitting of a new battery, to promptly inform the Landlord or the Landlord's agent.

- 3.16** Not to disconnect or remove or attempt to cover or obstruct any smoke detectors, heat detectors or carbon monoxide detectors during the Tenancy.
- 3.17** To replace immediately with the same quality of glass (or better quality if current glazing regulations require it) all glass in the Premises broken by the Tenant or any person residing, sleeping or visiting the Premises and notify the Landlord or the Landlord's Agent.
- 3.18** To notify the Landlord or the Landlord's Agent promptly and in writing of any Fixtures and Fittings which are defective or in need of repair and for which the Landlord is responsible for repair under clauses 4.6 to 4.7.
- 3.19** To carry out repairs or other works for which the Tenant is responsible under this Agreement within one month or sooner if appropriate, of receiving written notice to do so from the Landlord or the Landlord's Agent. If the Tenant fails to comply with this notice then the Landlord or the Landlord's Agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.
- 3.20** To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Premises, its Fixtures and Fittings.
- 3.21** The Tenant shall give notice to the Landlord's Agent as managing agents for the Landlord of any repairs which are the responsibility of the Landlord, except where an emergency requires that the repairs be carried out immediately in order to protect the structure of the Premises or the contents thereof in which case immediate notice shall be given to the Landlord's Agent as managing agents for the Landlord. If the Tenant does carry out or has carried out repairs in or to the Premises in breach of this clause then the Tenant will be liable for all reasonable expenses and costs incurred by the Landlord in rectifying any damage caused by the repairs.
- 3.22** To present the Premises and the Fixtures and Fittings at the end of the Tenancy in a clean and tidy condition and in good order in accordance with the Tenant's Obligations.

- 3.23** To clean the inside and outside of the windows of the Premises as often as is necessary during and prior to the end of the Tenancy.
- 3.24** To pay for the professional cleaning or washing of such carpets, curtains, upholstery and loose covers, counterpanes, blankets and linen which shall have been soiled, including items stored, during the Tenancy and which at the termination of the Tenancy may require to be washed and/or cleaned. To provide to the Landlord or the Landlord's Agent receipts for such.
- 3.25** To ensure that the all cooking equipment including oven, grill, hob and other like items provided by the Landlord are kept in a clean and tidy condition during the Tenancy and if required at the termination of the Tenancy to pay for any such items to be professionally cleaned.
- 3.26** Not to tamper or interfere with or alter or add to the Utility installations or utility meters in or serving the Premises.
- 3.27** To pay all charges in respect of Utilities consumed on the Premises, telephone lines installed on the Premises and the Television Licence fee.
- 3.28** Not to change the existing telephone number, if any without the prior written consent of the Landlord or the Landlord's Agent or to procure the transfer of the existing telephone number to any other address.
- 3.29** To notify each of the Utilities and telephone suppliers immediately after the Commencement Date that the Tenant is now the Utilities and telephone account holder. Further, to complete applications for such supply of Utilities and telephone to the Premises in the name of the Tenant and not in the name of the Landlord.
- 3.30** The Tenant shall not have a key meter installed at the Premises or any other meter, which is operated by inserting coins or a pre-paid card or key, nor shall the Tenant re-site or change any meters.
- 3.31** The Tenant is to ensure that any mail for the landlord or the landlords managing agent is delivered to J W Wood at 7 Old Elvet, Durham City DH1 3HL within 7 days of being received.
- 3.32** The Tenant agrees that data about the Tenant and the Premises may be supplied by the Landlord or the letting agent or the Tenant Shop Limited or similar company to the Utilities or the telephone supplier.
- 3.33** If the water supply is metered, subject to the meter being accessible the Landlord or the Landlord's Agent will record in writing the meter readings on the Commencement Date and at the Expiry Date. Where the meter is not accessible,

the Landlord or the Landlord's agent will arrange for the local Water Authority to record the meter readings as soon as practicable to the Commencement Date and Expiry Date. For the avoidance of doubt the Tenant will be liable for all Water Charges based upon these readings.

**3.34** If the Utilities or telephone supplies to the Premises are disconnected as a result of either;

**3.34.1** the Tenant's failure to pay the whole or any part of the charge relating to the service; or

**3.34.2** as a result of any other act or omission of the Tenant

then the Tenant shall repay to the Landlord or the Landlord's Agent all costs incurred in reconnecting the service (including any arrears).

**3.35** To permit the Landlord or the Landlord's Agent to enter the Premises at a reasonable time on giving at least 24 hours notice (except in the case of emergency) for the purpose of:

**3.35.1** examining the condition of the Premises;

**3.35.2** inspecting, maintaining, repairing, altering, improving or rebuilding any adjoining or neighbouring property;

**3.35.3** maintaining, repairing or replacing the Fixtures and Fittings;

**3.35.4** complying with any obligations imposed on the Landlord by Law

The Tenant will also permit entry to all other persons authorised by the Landlord or the Landlord's Agent with or without workmen and others and with all necessary equipment.

**3.36** To permit reasonable entry to the Premises during the Tenancy to allow the Landlord or the Landlord's Agent to show the Premises to any person who is, or is acting on behalf of, a prospective purchaser or Tenant of the Premises, and who is authorised by the Landlord or the Landlord's Agent to view the Premises.

**3.37** To permit "For Sale" or "To Let" boards to be erected at the Premises.

**3.38** Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the prior written consent of the Landlord or Landlord's Agent.

**3.39** Not to permit any waste, spoil or destruction to the Premises.

**3.40** Not to do anything, or allow anything to be done upon the Premises which shall cause damage to, or deterioration of, the internal or external surfaces or the coverings or decoration of these surfaces, including:

- 3.40.1** Not to cut or chop with any knife or similar object directly onto the work surfaces within the property.
- 3.40.2** Not to place any hot object directly onto the work surfaces within the Premises.
- 3.40.3** Not to allow any standing water to build up on the work surfaces or floorings within the Premises.
- 3.41** Not to alter or extend the electrical installations or wiring or the telephone installation or wiring at the Premises.
- 3.42** Not to overload the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electrical system.
- 3.43** During the Tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents, fleas or ants. Where such infestation occurs the Tenants shall to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of any such infestation.
- 3.44** Not to hang any washing, clothes or other articles outside the Premises otherwise than in a place designated or permitted by the Landlord or the Landlord's Agent and not to hang or place wet or damp articles of washing upon any item of furniture, Fixture or Fitting or room heater.
- 3.45** Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior or interior of the Premises and not to install cable telephone and/or cable television without first obtaining written consent of the Landlord or Landlord's Agent. Where such consent is granted, to meet all costs of installation and removal, and thereafter make good any resultant damage as required by the Landlord or the Landlord's Agent.
- 3.46** Not to affix any items to the doors, walls, windows or any of the Fixtures and Fittings on the Premises either internally or externally using glue, nails, sticky tape, blue-tac or similar adhesive fixings.
- 3.47** Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services and Utilities provided to the Premises. In the event of a breach of this clause the Tenant will be liable to pay for the costs of any necessary Remedial Work.

- 3.48** If they occur, to take reasonable steps to clear any stoppages or blockages in any of the drains, sinks, toilets, waste pipes and ventilation ducts which serve the Premises. In the event that such a stoppage cannot be cleared, to contact the Landlord or the Landlord's Agent who will then arrange for any necessary Remedial Work to be undertaken.
- 3.49** To keep clean and in good working order and free from obstruction all sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or form part of the Premises. In particular the Tenant must ensure that during the winter months adequate precautions are taken to avoid damage by frost and freezing.
- 3.50** In order to prevent the occurrence of Legionnaires disease which is a water-born bacteria found in artificial water systems such as water tanks, showers and taps the Tenant to prevent the growth of Legionella bacteria should regularly flush water through all water pipes, taps and showers. The Tenant should also regularly dismantle any shower heads and hoses and disinfect and de-scale them with a shop bought disinfectant and cleaner. If the Premises during the Tenancy is vacant for an extended period each water tap should be turned on and water flushed through it for at least 2 minutes and any shower heads should be disinfected and de-scaled. The Tenant immediately should report any abnormalities in the flow and temperature of the water to the Landlord's Agent.
- 3.51** Not to permit oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 3.52** Not to place any inappropriate manmade objects, sanitary towels, nappies, wipes or excessive amounts of toilet paper into any of the sanitary appliances or drains within the Premises.
- 3.53** To remove all rubbish from the Premises and to place it in the local authority dustbins or rubbish receptacles.
- 3.54** If for whatever reason during the Tenancy the Tenants do not have the use of the Local Authority refuse bins which are present at the commencement of the Tenancy the Tenant will be liable for ensuring that they are replaced as soon as possible at his own cost.
- 3.55** Every week to ensure that refuse bags, dustbins or other receptacles are left at designated refuse collection points on the designated refuse collection day.

- 3.56** Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises. Not to store or bring onto the Premises any articles of a combustible, inflammable or dangerous nature.
- 3.57** Not to light and burn any candles, incense or have any naked flames in the Premises at any time during the Tenancy.
- 3.58** Not to lop cut down or remove or otherwise injure any trees shrubs or plants growing upon the Premises or to alter the general character of the garden, if any, with the exception of normal pruning etc and throughout the whole of the Tenancy to cultivate the garden, including any patio areas and paths in a reasonable manner according to the season of the year.
- 3.59** To occupy the Premises as the Tenant's only or principal home.
- 3.60** To use the Premises for the purpose of a private residence only and not for any business purposes.
- 3.61** Not to erect, abandon or place any hut, shed, caravan, house on wheels, boat, commercial vehicle, or any hoarding on the Premises.
- 3.62** Not to service, repair or carry out any other work on cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance from time to time, to a vehicle of which the Tenant is the registered keeper.
- 3.63** To inform the Landlord or the Landlord's Agent as soon as practicable in the event of loss or damage to the Premises of the Fixtures and Fittings. To assist the Landlord or the Landlord's Agent with an insurance claim by providing full written details of the loss or damage as soon as is reasonably practicable thereafter.
- 3.64** Not to do anything which would render the policies of insurance held by the Landlord on the Premises and/or on the Fixtures and Fittings void or voidable or to increase the rate of premium on any such policy. Should there be a breach of this provision resulting in any expense or increase in insurance premium at renewal, to repay to the Landlord such extra sums as is necessary.
- 3.65** The Tenant shall not smoke or allow others to smoke cigars or cigarettes or any tobacco in the Premises during the Tenancy.
- 3.66** The Tenant shall not wedge or prop open the doors in the Premises or attempt to remove or tamper with any self-closing devices attached to the doors during the Tenancy.
- 3.67** The Tenant shall not store any item in any of the hallways or staircases or block access to any of the doors within the Premises during the Tenancy.

- 3.68** The Tenant is not to store bicycles within the Premises during the Tenancy.
- 3.69** Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests, servants or visitors, which leads to devastation, harm or ruin of the Premises or its contents.
- 3.70** Not to keep any dog, cat, bird or domestic pet at the Premises or upon any part thereof.
- 3.71** The Tenant's belongings within the Premises are not covered by any insurance policy maintained by the Landlord and the Tenant is responsible for the insurance of his own contents and belongings in the Premises during the Tenancy.
- 3.72** To reimburse the Landlord for any excess sum, payable under the Landlord's insurance policies for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors, servants or guests in breach of this Agreement.
- 3.73** Not to sub-let, take in lodgers or paying guests during the Tenancy.
- 3.74** Not to use the Premises or knowingly allow the Premises to be used, for illegal or immoral purposes.
- 3.75** The Tenant is responsible for obtaining and paying for a Television Licence at the commencement of the Tenancy and ensuring that he is in possession of a valid Licence throughout the Tenancy.
- 3.76** Not to use, possess, cultivate or consume or allow to be used, possessed or cultivated or consumed on or about the Premises any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may at any time be prohibited or restricted by statute.
- 3.77** If there is a breach of clause 3.76 then the Landlord shall be entitled to terminate absolutely this Agreement (provided that he first complies with his statutory obligations. This means the Landlord must issue proceedings and obtain an Order for Possession in the County Court). This is without prejudice to the Landlord's right to enforce all of the provisions set out in this Agreement and in particular, but not limited to, the Tenant's liability in respect of the payment of Rent until such time as the Premises are re-let and the Landlord's consequential losses arising from any other breach of the provisions set out in this Agreement.
- 3.78** Not to do or allow to be done on or in connection with the Premises anything which shall be or tend to be a nuisance or annoyance to any person residing, visiting or otherwise engaging in a lawful activity in the locality.

**3.79** Not to make or allow any unreasonable noise and in particular:

**3.79.1** not to hold or allow to be held any social gathering;

**3.79.2** not to sing or allow singing;

**3.79.3** not to play or allow to be played any musical instrument or sound reproduction equipment such as a television, radio or stereo system

In the Premises in such a manner as to cause or be likely to cause any nuisance or inconvenience to the occupiers or any neighbouring, adjoining or adjacent properties or so as to be audible outside the Premises between the hours of 23.00 and 07.00 on any day.

**3.80** Not to install or change any locks in the Premises, except in an emergency, in which case a key is to be provided to the Landlord or the Landlord's Agent. If any lock is installed or changed in the Premises without the prior written consent of the Landlord or the Landlord's Agent then to remove it if required by the Landlord or the Landlord's Agent and to make good any resulting damage.

**3.81** If any additional keys are made, the Tenant shall deliver them to the Landlord or the Landlord's Agent, together with all remaining original keys, by no later than 5pm on the last day of the Tenancy. If any such keys have been lost, the Tenant will pay to the Landlord or the Landlord's Agent on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belong. All keys must be collected and/or returned to the Landlord's Agent during normal business hours.

**3.82** Not to leave the Premises vacant for any continuous period of more than two weeks during the Tenancy without first notifying the Landlord or the Landlord's Agent. If required by the Landlord or the Landlord's Agent to prevent frozen pipes, to drain down all water supplies in or serving the Premises and to ensure that the stopcock is turned off and to comply with any other conditions reasonably required by the Landlord or the Landlord's Agent to prevent damage/loss to the Premises whilst it is vacant.

**3.83** To leave the heating on continuously at an appropriate setting if the Premises are vacant or unoccupied during the winter months.

**3.84** To ensure that at all times when the Premises are vacant, all external doors and windows are locked and/or bolted and that any burglar alarm is operational. The Tenant shall not change the control number of any burglar alarm without the consent of the Landlord or the Landlord's Agent.

- 3.85** To make good at his own expense any damage caused to the Premises or the Fixtures and Fittings which occur due to any breach of this Agreement.
- 3.86** To pay the Landlord or the Landlord's Agent all reasonable costs and expenses incurred by the Landlord or the Landlord's Agent (including but not limited to the costs and fees of the Landlord's Solicitors and other professional advisors) in respect of:
- 3.86.1** the recovering from the Tenant of any Rent or any other monies owed in breach of this Agreement;
- 3.86.2** the enforcement of any of the provisions of this Agreement;
- 3.86.3** the service of any notice relating to a breach by the Tenant of any of the Tenant's Obligations under this Agreement whether or not the breach shall result in Court proceedings except where a Court orders the Landlord to pay his own costs in any Court proceedings.
- 3.87** To pay part of the costs, as agreed and set out in the Tenants Application Form, for the preparation and grant of this Agreement, including any reasonable fees that may be payable to a Superior Landlord.
- 3.88** If in breach of this Agreement the Tenant vacates the Premises before the Expiry Date, the Tenant will be liable to pay;
- 3.88.1** the Rent up to the date that the Premises are re-let or the Expiry Date, whichever is the sooner; AND
- 3.88.2** the standard rate of Council Tax, or any other replacement property tax, at the rate applicable to the Premises up until the date that the Premises are re-let or the Expiry Date whichever is the sooner; AND
- 3.88.3** any standing and/or consumption charges for Utilities up until the date that the Premises are re-let or the Expiry Dated whichever is the sooner; AND
- 3.88.4** the Landlord's costs of re-letting the Premises as detailed in clause 2.3 should the Premises be re-let before the Expiry Date.
- 3.89** Subject to the Tenant having been provided with a copy of the Superior Lease or a notice of the restrictions in it, to comply with all the conditions of any Superior Lease under which the Landlord holds the Premises, and to observe any restrictions to which the Superior Lease is subject. The Tenant also agrees, if required by the Superior Landlord;
- 3.89.1** to allow all references to be submitted to the Superior Landlord;

**3.89.2** to enter into any agreement, deed of covenant or license with the Superior Landlord, agreeing to observe and perform the covenants of the Superior Lease, subject to the Tenant having received reasonable notice of

- (a) the Superior Landlord's intention to require such an agreement, lease or licence;
- (b) the contents of such an agreement, lease or licence prior to signing this Tenancy Agreement

**3.90** As quickly as is practicable after receipt; to send to the Landlord or the Landlord's Agent any formal or legal notice or orders or other similar document delivered to the Premises by a third party which relate to, or might significantly affect the Premises, its boundaries or neighbouring properties.

**3.91** To allow onto the Premises any persons that may reasonably require such access to effect work to a neighbouring property or any boundary divide at all reasonable times provided that not less than two days notice has been given. Where such notice is given, to notify the Landlord or the Landlord's Agent as soon as possible of the intended access.

#### **4. LANDLORD'S OBLIGATIONS**

The Landlord agrees to the following:

- 4.1** That if the Tenant pays the Rent and performs and observes the Tenant's Obligations, the Tenant shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord.
- 4.2** To insure the Premises and the Fixtures and Fittings with an insurance company of repute to their full value as normally covered by a householder's comprehensive policy.
- 4.3** To ensure that the Premises are water tight on the Commencement Date and that all installations, systems and appliances are clean and in proper working order.
- 4.4** That the Landlord is the sole legal owner or, if more than one, that they are the joint legal owners of the leasehold or freehold interest in the Premises.
- 4.5** That the Landlord has obtained all necessary consents from any Superior Landlord, mortgagee, insurer, or other interested parties to enable him or them to enter this Agreement.
- 4.6** This Agreement shall take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair and keep in good working order:

- 4.6.1** The structure and exterior (including drains, gutters and external pipes) of the Premises;
- 4.6.2** Installations in the Premises for the supply of water, electricity, gas and sanitation (including basins, sinks, baths and sanitary conveniences). The Landlord is not however responsible for repairing other Fixtures and Fittings and appliances for making use of the supply of water, gas and electricity;
- 4.6.3** Installations in the Premises for space heating and heating water.
- 4.7** To keep in repair and proper working order all mechanical and electrical items including washing machines, dishwashers, and other similar mechanical or electrical appliances belonging to the Landlord included in the Fixtures and Fittings. This Agreement shall not however be construed as requiring the Landlord to carry out any works for which the Tenant is liable under his duty to use the Premises and the Fixtures and Fittings in a Tenant-like manner.
- 4.8** Where the Landlord supplies a working burglar alarm within the Premises at the commencement of the Tenancy, to keep it in working order and repair, but only where such a repair is not caused by the negligence or misuse by the Tenant, his invited guests or visitors.
- 4.9** That all the furniture and equipment within the Premises complies with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1993.
- 4.10** The gas appliances comply with the **Gas Safety (Installation and Use) Regulations 1998** and that a copy of the Gas Safe Record will be given to the Tenant on the Commencement Date.
- 4.11** The electrical appliances at the Premises comply with the **Electrical Equipment (Safety) Regulations 1994** and the **Plugs and Sockets etc. (Safety) Regulations 1994**.
- 4.12** The Landlord will not be liable for the provision of a Local Authority refuse bin or any recycling receptacles

## **5. MUTUAL AGREEMENTS**

It is mutually agreed as follows:

- 5.1** The Landlord's repairing obligations referred to in clause 4.6 shall not be construed as requiring the Landlord to:
- (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a tenant-like manner;

- (b) to rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident;
- (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.

**5.2** The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

**5.3** This Agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies. If a Court decides that some part of the Agreement is invalid or unenforceable, the rest of the Agreement will still be valid and binding on all.

#### **Insured Risks**

**5.4** If the Premises are destroyed or rendered uninhabitable by an Insured Risk against which the Landlord may have effected Insurance, then Rent shall cease to be payable until the Premises are reinstated and rendered habitable so long as such reinstatement is carried out within a reasonable period.

**5.5** Clause 5.4 will not apply if the Insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

#### **Reimbursement**

**5.6** Where the Landlord is entitled to do anything at the cost or expense of the Tenant under this Agreement then the Tenant shall pay the amount incurred to the Landlord or the Landlord's Agent within fourteen days of written demand. If the Tenant fails to make payment the Landlord or the Landlord's Agent may deduct the unpaid amount from the Deposit in accordance with clause 3.2.

#### **Council Tax**

**5.7** The Tenant shall pay the Council Tax for the Premises for the duration of the Tenancy. If the Landlord however pays, whether under a legal obligation or otherwise, then the Tenant shall reimburse the Landlord or the Landlord's Agent within fourteen days of written demand that proportion of the Council Tax attributable to the Tenant's occupation of the Premises.

#### **Forfeiture**

**5.8** If at any time during the Term:

**5.8.1** the Rent or any part of the Rent shall remain unpaid for fourteen days after becoming payable (whether formally or legally demanded or not); or

**5.8.2** the Tenant does not perform or observe the Tenant's Obligations; or

**5.8.3** the Tenant shall become bankrupt or enter into a voluntary arrangement with his creditors; or

- 5.8.4** if the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than two weeks; or
- 5.8.5** if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply (namely grounds 8, 10, 11, 12, 13, 14, 15 or 17) then the Landlord may re-enter the Premises (provided that he first complies with his statutory obligations. This means the Landlord must issue proceedings and obtain an Order for Possession in the County Court). At this time the Tenancy will come to an end but this will not affect the Landlord's right of action in respect of the breach of the Tenant's Obligations contained in this Agreement.

#### **Notices Concerning the Agreement**

- 5.9** The Landlord has hereby notified the Tenant under Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address to which notices (including notice in proceedings) may be sent to or served upon the Landlord is the Landlord's Agent J W Wood of 7 Old Elvet, Durham City, DH1 3HL.
- 5.10** Should the Premises be subject to a mortgage granted before the beginning of the Tenancy the provisions for recovery of possession by a mortgagee in Schedule 2 of the Housing Act 1988 and Section 7(6) of the Housing Act 1988 apply accordingly. If the Landlord's mortgagee is or becomes entitled to exercise its power of sale then the Landlord's mortgagee shall be entitled to forfeit this Agreement and gain vacant possession of the Premises on Ground 2 of Schedule 2 of the Housing Act 1988.
- 5.11** Should the Premises be the Landlord's main or principal home before the beginning of the Tenancy the provisions for recovery of possession by the Landlord in Schedule 2 of the Housing Act 1988 apply accordingly.
- 5.12** The provisions as to the service of Notices in Section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant(s) shall be sufficiently served if;
- 5.12.1** sent by ordinary first class post to the Tenant(s) at the Premises or the last known address of the Tenant(s); or
- 5.12.2** left addressed to the Tenant(s) at the Premises.

This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

- 5.13** Any notice or other information given by post under clause 5.12 which is not returned to the sender as undelivered shall be deemed to have given forty eight hours notice after the envelope containing the same was so posted, and proof that

the envelope containing such notice or information was properly addressed and sent by first class prepaid post and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been given.

- 5.14** Any notice or other transmission sent by telex cable, facsimile transmission, email or comparable means of communication shall be deemed to have been duly received on the date of transmission.
- 5.15** The provisions of Section 196 of the Law of Property Act 1925 relating to Notice shall apply as if this Agreement was a Lease.

#### **General Data Protection Regulation (GDPR)**

- 5.16** By entering into this tenancy agreement with our landlord you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately ensure your residency runs smoothly.
- 5.17** The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information
- Names and addresses
  - Contact telephone numbers
  - Email addresses
  - Personal identification information and documentation
  - Bank details
- 5.18** In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.
- 5.19** We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.
- 5.20** Your information will not be passed to a third party not listed in clause 5.21 without obtaining your consent.
- 5.21** Specifically, we will hold and use your information in the following manner –
- Identification Details** – We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and look after your interests. It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties.

**Tenancy Agreements and other related documents** – Once a tenancy is agreed we will provide a copy of the tenancy agreement and any other related documents to our client, the landlord.

**Sub-Contractors** – We may use sub-contractors to carry out maintenance or repair work on the property, or conduct inventory checks and property inspections during tenancy. A list of the third party sub-contractors is available on request.

**Utility Suppliers** – We will provide your details to the Tenant Shop or similar company who will provide them to the appropriate utility suppliers and local council tax authority as and when it is required to ensure correct billing from them. We may also provide the appropriate utility suppliers and local tax authority with your details in order to ensure correct billing from them.

**Deposit Protection** – We will provide your details to the Tenancy Deposit Scheme (TDS) or a Deposit Protection Scheme of our choice in order to register the tenants deposit monies and protect it in accordance with the requirements of legislation.

**Housing Benefit Departments** – We will provide your details to Housing Benefit Departments as and when it is required to help any new and existing benefit claims and payments.

**Mortgage Lenders** – We will provide your details to mortgage lenders for administration purposes.

**Debt Collection Companies and Tracing Agents** – we will provide your details to Debt Collection Companies and Tracing Agents to help to prevent dishonesty, for debt collection and fraud prevention.

**Tenant Referencing Agencies and other Estate Agents** – we will provide your details to Tenant Referencing Agencies and other Estate Agents for referencing purposes.

**5.22** Your details may be added to our mailing list and we may send you information regarding other relevant services we can provide to you. You will be able to unsubscribe to these emails at any time.

**5.23** We will retain the personal information we hold for up to 7 years.

**5.24** If you would like to contact us regarding any data issue, please contact Mr I Huntley on 0191 3867088 or email [i.huntley@jww.co.uk](mailto:i.huntley@jww.co.uk)

**5.25** You have the following rights relating to the information we hold on you –

- a The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
- b The right to be informed;
- c The right of access;
- d The right to rectification;

- e The right to erasure (also known as the 'right to be forgotten');
- f The right to restrict processing;
- g The right to data portability;
- h The right to object.

**5.26 Time Periods** – We will retain the personal information we hold for up to 7 years.

More information on how we hold and process your data is available on our website – [www.jww.co.uk](http://www.jww.co.uk)

More information on your rights is available at <https://ico.org.uk>

### **Counterparts**

**5.27** This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

DRAFT

As signed by the said parties on the day and the year as written

**NAME OF TENANT (1):**

**SIGNATURE**

**NAME OF TENANT (2):**

**SIGNATURE**

**NAME OF TENANT (3):**

**SIGNATURE**

**NAME OF TENANT (4):**

**SIGNATURE**

**NAME OF TENANT (5):**

**SIGNATURE**

**NAME OF TENANT (6):**

**SIGNATURE**

**NAME OF TENANT (7):**

**SIGNATURE**

**NAME OF LANDLORD**

**SIGNATURE OF AGENT** .....

**DRAFT**

## **A. 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.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

**The Dispute Service Limited**

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

Phone 0300 037 1000

Email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

Fax 01442 253193

Web [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) 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?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).

**THE DEPOSIT**

The amount of the deposit paid is £

**A1 Address of the property to which the tenancy relates**

DURHAM CITY,DH1

**DETAILS OF THE MANAGING AGENT**

**A2 Name** J W WOOD

**A3 Address**

7 OLD ELVET, DURHAM CITY, DH1 3HL

**A4 E mail address**

[lettings@jww.co.uk](mailto:lettings@jww.co.uk)

**A5 Telephone number**

0191 3830184

**A6 Fax number**

0191 3860088

**DETAILS OF THE LANDLORD(S)**

**A7 Name(s)**

**A8 Address**

DRAFT

**DETAILS OF THE TENANT(S)**

**A9 Name**

**A10 Address**

**A11 E mail address**

**A12 Mobile number**

**A13 Fax number**

**Contact details for the tenant(s) to be used at the end of the tenancy**

**A14 Name**

**A15 Address**

DRAFT

**A16 E mail address**

**A17 Mobile number**

**A18 Fax number**

*Please provide the details requested in **A9–A18** for **each tenant**.*

**RELEVANT PERSON'S CONTACT DETAILS**

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in A9 – A13 must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

**CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD**

**The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in** clauses 2.3, 2.4, 3.2, 3.6 and 5.6 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.

**CONFIRMATION**

The landlord certifies and confirms that:

- a) the information provided is accurate to the best of my/our knowledge and belief and
- b) I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

**Signed by or on behalf of  
the landlord**

The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

**Signed by the tenant(s)**

---

---

---

---

---

---

---

---

DRAFT

**Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)**

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

**First line of address of the property to which the tenancy relates**

Not Applicable
----------------

**CONTACT DETAILS**

**A9 Name**

Not Applicable
----------------

**A10 Address**

Not Applicable
----------------

**A11 E mail address**

Not Applicable
----------------

**A12 Mobile number**

Not Applicable
----------------

**A13 Fax number**

Not Applicable
----------------

**Please provide the details requested for each tenant and each relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.**

**DRAFT**