

English Homes Group

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ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a dwelling house on an Assured Shorthold Tenancy under the Housing Act 1988 as amended by the Housing Act 1996

This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 as amended by the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly

THIS AGREEMENT is made the
BETWEEN (1)

herein after called 'The Tenant'
AND (2) MARK McLEOD, ROBIN DEAN and STEPHEN DEAN of PO Box 146 Broadstairs Kent CT10 3YQ
herein after called 'The Landlord'

1. In this Agreement the following definitions apply: -
 - a. The Premises means the residential property known as
 - b. The Term of the Agreement is a period of 12 months commencing on 1 July 2007
 - c. The Rent is an amount defined as £ per Month
 - d. The months during which the half rent retainer is applicable are July 07 and August 07
 - e. The retainer period is a time during which access to the property is not permitted
 - f. The Deposit is an amount defined as £
 - g. Where the Tenant is more than one person the tenants covenants are joint and several

IT IS AGREED as follows:-

1. The Landlord lets and the Tenant takes the Premises TOGETHER WITH any fixtures fittings and effects collectively referred to herein as 'The Contents' and listed in the attached inventory for a fixed Term as specified in clause 1b at the Rent specified in clause 1c to be paid in advance the first payment due on the first day of the Tenancy and thereafter monthly
2. The Tenant will:
 - a. Pay the rent on the days and the manner aforesaid and will pay interest at the NatWest unauthorised overdraft rate on any rent in arrears for more than 14 days calculated from the date upon which it was due to the date that it is actually paid
 - b. Pay and indemnify the Landlord against all rates Council Tax and assessments and all water and sewage and for all gas and electricity and telephone consumed or supplied on or to the premises (including all fixed or standing charges) during the term
 - c. Keep the interior of the premises clean and tidy and in as good and tenable a state of repair and decorative order as at the beginning of the term
 - d. Vacuum all carpets and thoroughly clean all areas of the property at least once every week and in the case of flats this includes the hall or landing and stairs outside the entrance door
 - e. Not to damage or injure the premises or make any alteration in or addition to the premises or the style or colour of the decoration
 - f. Use the premises in a tenant like manner
 - g. Not smoke anywhere inside the property
 - h. Keep the contents clean and in good repair and condition and working order and from time to time replace any of the contents which may be destroyed or so damaged as to be unusable with others of a similar value and appearance
 - i. Clean the windows of the premises as often as may be necessary and replace all broken glass

- j. Not to obstruct incumbent litter or damage or permit to be obstructed incumbered littered or damaged those parts of the building which form part of communal areas
- k. Comply with the directions given by the Landlord as to the location of dustbins or the storage of rubbish
- l. Not to hang any washing from any balcony or window
- m. Not to keep or suffer to be kept any dog cat or other pet
- n. Not to remove the contents of the premises
- o. Not to carry on any trade or business from the premises nor receive any paying guests but use the premises only as a private residence for the named Tenant(s) only
- p. Not to exhibit any poster or notice so as to be visible from the exterior of the Premises
- q. Not to do or suffer to be done anything which may be or become a nuisance or annoyance to the Landlord or the occupiers of any neighbouring properties or which may render the Landlords insurance of the premises void or voidable or increase the rate of premium for such insurance
- r. Not to use or suffer the Premises to be used for any illegal or immoral purpose
- s. Not to make any noise or play any television or audio equipment between the hours of 22:00 and 09:00 so as to be audible outside the Premises or by any neighbouring property
- t. Not to block or cause any blockage to the drains or pipes gutters and channels in or about the premises and to rectify any blockage at the tenants own expense
- u. Maintain heating at a level to prevent the freezing and bursting of water pipes or damage to the Premises by condensation or hazards due to weather conditions whether the Premises are occupied or not
- v. Not to assign or underlet or part with or share the possession of the whole or any part of the Premises
- w. Permit the Landlord and the Landlords Agents at reasonable times to enter the premises to view their state and condition and to execute any repairs upon the premises
- x. Permit the Landlord and the Landlords Agent by appointment to enter the Premises during the term with prospective tenants and with prospective purchasers of the Landlords interest in the Premises
- y. Notify the Landlord forthwith in writing of any defect in the Premises other than such as the tenant is liable to remedy under the previous clauses as soon as is practicable after the defect comes to the notice of the Tenant
- aa. Where The Tenant vacates The Premises before the expiration of The Term The Tenant shall be liable to pay
 - 1. Rent until the Premises is re-let or the expiration of the Term whichever is the sooner
 - 2. The Landlords costs involved in re-letting the Premises
 - 3. All utility and Council Tax charges incurred until the Premises is re-let or until the end of the Term whichever is the sooner
- bb. At the end of the Term
 - ii. Yield up the Premises and the Contents in such a state of repair and condition as shall be in accordance with the Tenants obligations under this Agreement
 - iii. Make good or pay for the repair or replacement of such contents as have been broken lost damaged or destroyed during the Term
- cc. By signing this Agreement give full authority for the Landlord to discuss any application for Housing Benefit with the relevant Housing Benefit officers and to give any employee of the Local Council authority to release your forwarding address for a period of 24 months after your Tenancy at this premises has ended

3. The Landlord:

- a. Covenants that he will permit the Tenant so long as they pay the rent and perform the obligations under this Agreement quietly to use and enjoy the premises during the Term without any interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord
- b. May re-enter the Premises and thereupon the Tenancy created by this Agreement will determine but without prejudice to any other rights and remedies of the Landlord if:-
 - i. Any part of the rent is in arrears for seven days (whether formally demanded or not) or
 - ii. If there is any breach of any of the Tenants obligations under this Agreement or
 - iii. Any of the Grounds set out as grounds 2, 8, or 10 – 15 (inclusive) of Schedule 2 to The Housing Act 1988 shall apply
- c. Will not pay interest on any deposit held
- d. Will make a charge of £10.00 each time he has to telephone, text, e-mail or write advising of late overdue or missed rent payments
- e. Will make an administration charge of £10.00 each time a direct debit or cheque is returned unpaid
- f. Where rent is not paid by direct debit an additional charge of £2.50 per payment made will be levied
- g. In connection with this tenancy your landlord may pass information regarding late or overdue rent payments damage to the Landlords property and antisocial behaviour to referencing and credit referencing agencies who will retain this information for use by other landlords and interested parties including debt recovery

SIGNED AS A DEED BY
(The Tenant)

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(The Tenant)

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(The Tenant)

SIGNED AS A DEED BY
(The Tenant)

SIGNED BY/ON BEHALF OF THE LANDLORD
