

**DATED**

**Tenacy Start**

**BETWEEN**

**Tenant Name**

**AND**

**G G & R Partnership LLP  
t/a Great Homes UK**

**ASSURED SHORTHOLD TENANCY  
AGREEMENT**

**RELATING TO:  
Property Address  
Post Code**

# ASSURED SHORTHOLD TENANCY AGREEMENT

For letting an unfurnished dwelling house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

This agreement is made on the Tenacy Start

## 1. Particulars

### 1.1. Parties:

1.1.1. **Landlord:** The "Landlord" is G G & R Partnership LLP, of Parson's Farm, Warren Corner, Froxfield, Hampshire, GU32 1BJ. The Landlord shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the property if the tenant was not in possession and could be the current landlord or someone purchasing or inheriting the property.

1.1.2. **Tenant:** The "Tenant(s)" are/is Tenant Name. Where the "Tenant" consists of more than one person, the obligations apply to and are enforceable against them jointly and severally.

1.2. **Landlord's agent:** The "Landlord's agent" shall mean such agents as the Landlord may from time to time appoint.

1.3. **Property:** The Property situated at and being: Property Address Post Code together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory, signed by the tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

### 1.4. Term:

1.4.1. The term shall be for a definite period of 12 months from and including Tenacy Start to Tenacy End.

1.4.2. The Commencement Date is the date of the first tenancy agreement, namely Tenacy Start.

1.4.3. If the tenant remains in the Property beyond the end of the initial fixed term and no new fixed term tenancy comes into being, then the tenancy becomes a Contractual Periodic Tenancy.

1.4.4. The "Term" is to include any extension or continuation of the fixed term or a Statutory or Contractual Periodic Tenancy.

### 1.5. Rent:

1.5.1. The rent shall be £0 per calendar month, payable in advance. Whereby the rent is payable by the Council in the form of Housing Benefit, this must be paid by the Council directly to the Landlord. Failure to make direct payment will result in this Agreement being terminated.

1.5.2. **Payment of the first month's rent is due prior to the start of the tenancy. A pro-rated rent will be due the following month to cover the period to the end of the next calendar month.**

1.5.3. The "Rent Due Date" will be then the 1st of each month during the Term of this tenancy.

1.5.4. Overdue rent payments will be subject to interest at the rate of 10% per annum, calculated as an average outstanding balance for the period.

- 1.5.5. A late rent charge of £2.50 per day will be levied for each day the rent is late.
- 1.5.6. Any person paying the Rent, or any part of it, for the Property during the Term, shall be deemed to have paid it as agent for and on behalf of the Tenant, which the Landlord shall be entitled to assume without enquiry. Any payments accepted after service of any Notice served on the Tenant to terminate this agreement, or after breach of the conditions which may lead to Possession, will only be accepted without prejudice to such Notice.
- 1.5.7. If the tenancy is extended, then the Rent will be reviewed at the start of every tenancy. The increase will be the higher of the annual increase in the Index of Retail Prices (as quoted for the month two months prior to the month of increase) or the then market rate for the property. The Rent will not be reduced below the current Rent.

**1.6. Agreement:**

- 1.6.1. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement
- 1.6.2. This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months)
- 1.6.3. It is agreed that no Notice under paragraph 2 of Schedule 2A to the Housing Act 1988 has been given. If this Notice had been given, the tenancy would have been a non-shorthold Housing Act tenancy.

**1.7. Deposit:**

- 1.7.1. A deposit of £700 will be paid by the Tenant to the Landlord.
- 1.7.2. The deposit is held by The Landlord. The Landlord is a Member of the Tenancy Deposit Scheme and MyDeposits.
- 1.7.3. No interest will be paid on the Deposit
- 1.7.4. The Deposit has been taken for the following purposes
  - 1.7.4.1. 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.
  - 1.7.4.2. 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.
- 1.7.5. In the event that the total amount due at the end of the tenancy exceeds the amount of the deposit, the Tenant shall reimburse the Landlord for any further amount, within 14 days of the request being made.
- 1.7.6. The balance of the Deposit will be refunded by crossed cheque or BACS payment. Payment to one of the joint and several tenants shall be deemed

to be the receipt by all persons named as Tenant and is valid discharge for the Landlord.

- 1.7.7. The Deposit shall be administered in accordance with MyDeposit (a government accredited scheme) current rules.
- 1.7.8. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (1.7.1. to 1.7.9) above.

**1.8. Rights of Third Parties:**

- 1.8.1. The parties intend that no clause of this agreement may be enforced by any third party.

**2. Legal Notices**

**2.1. Section 48:**

- 2.1.1. Under Section 48 of the Landlord and Tenant Act 1987, the address of the Landlord is stated to be as on the first page of this agreement.

**2.2. Notice service:**

- 2.2.1. Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant on the day it is:
  - 2.2.1.1. Left at the Property, or
  - 2.2.1.2. Sent by ordinary post, properly addressed to the Tenant by name at the Property, or
  - 2.2.1.3. Sent by recorded delivery, properly addressed to the Tenant by name of the Property
- 2.2.2. Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
  - 2.2.2.1. Left at the Landlord's address, or
  - 2.2.2.2. Sent by ordinary post, properly addressed to the Landlord at the address on the attached Section 48 notice, or
  - 2.2.2.3. Sent by recorded delivery, properly addressed to the Landlord at the address on the attached Section 48 notice.
- 2.2.3. Except as above, any Notice or other document sent by post shall be deemed to have been served 48 hours after it was posted.

**2.3. Ending the Tenancy:**

- 2.3.1. If the Tenant intends to vacate at the end of the fixed term, or at any later date, he must give the Landlord at least one month's notice in writing. While the tenancy is periodic, Notice must be given to expire the day before the Rent Due Date.
- 2.3.2. If the Tenant intends to vacate at the end of the fixed term, he must give the Landlord at least one calendar month's notice in writing.
- 2.3.3. If the tenant does not enter into a new fixed term tenancy at the end of the initial fixed term, the tenancy becomes a Contractual Periodic Tenancy. During the Contractual Periodic Tenancy, the tenant must give the Landlord at least one month's notice in writing and the Notice period starts on the Rent Due Date.
- 2.3.4. If the Tenant wants to end the tenancy in advance of the end of the fixed term, the Tenant will be liable for the full rent until the end of the fixed term.

**2.4. Landlord's Break Clause:**

2.4.1. The Landlord may bring the tenancy to an end at any time before the expiry of the fixed term (but not within six months of the Original Commencement Date) by giving 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.

**3. Possession**

3.1. By the following due process of law, and without prejudice to the other rights and remedies of the Landlord, the Landlord may terminate the tenancy if:

- 3.1.1. The Rent or any part of it is in arrears, whether formally demanded or not,
- 3.1.2. The Tenant is in breach of any obligations under this agreement,
- 3.1.3. Any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the property in the circumstances listed on the Grounds)
- 3.1.4. A Notice is served under Section 21 of the Housing Act 1988 (Section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause)
- 3.1.5. The Property is left abandoned and unoccupied for a period in excess of 14 days without the Landlord's consent. If the Property is abandoned or unoccupied, the Landlord may remove the Tenants' possessions and place them into storage for 3 months and dispose of the possessions after 3 months storage. The Tenant is liable for any costs associated with removal, storage and disposal of their possessions.

**4. Tenant's obligations**

The Tenant agrees to:

**4.1. Payments:**

- 4.1.1. Pay the Rent on the day and in the manner specified
- 4.1.2. Pay and indemnify the Landlord against all charges including water and sewage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on or supplied to the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement.
- 4.1.3. Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4. Pay the Council Tax, or any replacement taxation (even if of a novel nature) in respect of the Property for the Term of this agreement.
- 4.1.5. Pay fees to the landlord as follows:
  - 4.1.5.1. Administration charge for a tenancy renewal £50.00
  - 4.1.5.2. In respect of breaches of tenancy (eg non-payment of rent on due date)
    - Each letter £45.00
    - Each call £10.00
    - Each text message £ 5.00
  - 4.1.5.3. Interest at 10% pa for each day the rent / any balance is overdue;

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Initialled by Tenant:.....

- 4.1.5.4. For each payment made but which is returned, refused or re-presented by the bank for any reason £40.00
- 4.1.5.5. For replacement copies of existing tenancy agreement. £25.00
- 4.1.5.6. For each month in which the rent is paid in more than 1 instalments (per additional payment) £ 5.00
- 4.1.5.7. For missing any pre-arranged appointments either with the Landlord/ Landlords Representative or Contactor or cancelling the appointment with less than 24 hours' notice minimum of £40.00
- 4.1.5.8. For providing third party references £20.00
- 4.1.5.9. Advertising property on early surrender of tenancy min £200
- 4.1.5.10. Cost for removal and disposing of any and all possessions left at the Property at the end of the tenancy or left at the Property if abandoned or unoccupied for more than 14 days without the Landlord's consent contractors fee plus 15%
- 4.1.5.11. Storing possessions left at the Property at the end of the tenancy or left at the Property if abandoned or unoccupied for more than 14 days without the Landlord's consent £100.00 per month
- 4.1.5.12. The Landlord will pay for a detailed inventory at the start of the tenancy and the Tenant is liable for the cost of the detailed inventory at the end of the tenancy. contractor's fee plus 15%
- 4.1.5.13. Handling charge in addition to the cost of contractor's invoices for any costs relating to clearing, cleaning, gardening, decorating or damage that may be incurred during or at the end of the tenancy to restore the property to the good, clean condition it was in at the start of the tenancy 15%
- 4.1.6. Notify the relevant authorities and arrange and pay final bills at the end of the tenancy
- 4.1.7. Pay the Landlord for the costs or replacing the locks or cutting new keys if any keys are not returned to the Landlord when the Tenant moves out contractors fee plus 15%
- 4.1.8. Pay the Landlord's costs, legal or otherwise, including VAT and disbursements in any and all of the following circumstances:
- 4.1.8.1. Service of Papers £95.00
- 4.1.8.2. Issuing Abandonment Notice. £80.00
- 4.1.8.3. PCOL Repossession Application £200.00
- 4.1.8.4. Other (non PCOL) Repossession Application £250.00
- 4.1.8.5. Repossession hearing £350.00
- 4.1.8.6. Appointment of Court Bailiff £150.00
- 4.1.8.7. Appointment of Locksmith contractors fee plus 15%
- 4.1.8.8. Professional tracing of an individual £100.00
- 4.1.8.9. Application of Attachment of Earnings £250.00
- 4.1.8.10. Letter before action £50.00
- 4.1.8.11. Online Moneyclaim (Plus additional court fee) £150.00
- 4.1.8.12. Attendance at Court (per hearing) £300.00
- 4.1.8.13. Application for Warrant £150.00
- 4.1.8.14. Transfer of Judgment from County Court to High Court. £200.00
- 4.1.8.15. Third Party Debt Order £350.00
- 4.1.8.16. Charging Order £400.00
- 4.1.8.17. Statutory Demands £250.00
- 4.1.8.18. Other Legal and Professional Fees cost plus 15%

Fees are subject to change. Please contact the office for the latest update.

- 4.1.8.19. Enforcing or attempting to enforce (whether by legal process or otherwise) the provisions of this agreement, including recovering rent or other monies payable under the provisions of this agreement
- 4.1.8.20. Recovering possession of this property, whether because the Tenant defaults or otherwise
- 4.1.8.21. Actions arising out of any breach, non-performance or non-observance by the Tenant of the provisions of the agreement
- 4.1.9. Pay any excess on the Landlord's insurance if the claim results from negligence, misuse or failure of the Tenant or any of his visitors or friends

**4.2. Repairs:**

- 4.2.1. Keep the Property, including all of the Landlord's equipment, clean and tidy and in good and tenable condition, repair and decorative order
- 4.2.2. Not to make any alteration to the Property or style or colour of the decorations without the Landlord's prior written approval.
- 4.2.3. Notify the Landlord immediately if any wet rot, dry rot or infestation by wood boring insects
- 4.2.4. Replace any broken glass immediately, unless the damage results from an event for which the Landlord has agreed to insure.
- 4.2.5. Undertake repairs or decorations for which the Tenant is liable within one month of any Notice being served by the Landlord. If the Tenant does not carry out the repairs or redecorations, the Landlord may enter the Property, with or without others, to undertake these repairs and decorations and the Tenant will pay on demand all costs involved.**

**4.3. The Property:**

- 4.3.1. Notify the Landlord in writing as soon as the Tenant becomes aware of:
  - 4.3.1.1. Any defect, damage or want of repair in the Property other than such as the Tenant is liable to repair in 4.2 above
  - 4.3.1.2. Any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property
  - 4.3.1.3. Any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance
- 4.3.2. Co-operate in making any claim under the Landlord's insurance
- 4.3.3. Use the Property in a tenant-like manner
- 4.3.4. Not to smoke in the property or allow any family or visitors to smoke in the property**
- 4.3.5. Clean the windows of the property as often as is necessary and in the last 2 weeks of the tenancy
- 4.3.6. Ensure that all broken glass, including windows is repaired in a timely manner and no later than 7 days from the breakage occurring.**
- 4.3.7. Not remove any of the Landlord's possessions from the Property
- 4.3.8. Not exhibit any poster or Notice so as to be visible from outside the Property
- 4.3.9. Not cause or permit any blockage to the drains and pipes, gutters and channels in or about the Property
- 4.3.10. Not assign, sub / under-let or part with or share possession of the whole or any part of the Property

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- 4.3.11. Not permit any visitor to stay for a period of more than three weeks within any three month period
- 4.3.12. Not to change the gas or electric supply meters or the gas or electric suppliers
- 4.3.13. Permit the Landlord and / or his agents or other, after giving 24 hours' notice and at reasonable hours of the daytime, to enter the Property to:
  - 4.3.13.1. View the state and condition and to execute repairs and other works upon the Property or other properties
  - 4.3.13.2. Show prospective purchasers the Property at all times during the Term, and to erect a board to indicate that the Property is for sale
  - 4.3.13.3. Show prospective tenants the Property during the last month of the Term, and to erect a board to indicate that the Property is to let
- 4.3.14. Permit the Landlord or the Landlord's agent, to use keys to gain access within three days of such a request being made (except in case of emergency when access shall be immediate)
- 4.3.15. Not to add any aerial, antennae or satellite dish to the Property without the landlord's permission
- 4.3.16. Not to change the locks (or install additional locks) to any doors to the Property, nor make additional keys for locks. All keys are to be returned to the Landlord or the Landlord's agent at the end of the tenancy.
- 4.3.17. Not to change the code on any burglar alarm fitted to the Property, except with the Landlord's written approval
- 4.3.18. Ensure the Property is kept at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost
- 4.3.19. Not block ventilators provided in the Property
- 4.3.20. Keep the property well aired and free from condensation including using kitchen and bathroom extractor fans and not using an unvented dryer, nor drying clothes on the radiators,**
- 4.3.21. Report to the Landlord or his agent, any brown or sooty build up around gas appliances or any suspected faults with the gas or electric appliances
- 4.3.22. Not to use any gas appliance that has been declared unsafe by a Gas Safe engineer or disconnected from the supply
- 4.3.23. Not keep, use or permit to be used any candles, oil stove, paraffin heater or other portable fuel burning appliance
- 4.3.24. Be responsible for ensuring that any television used is correctly and continually licensed
- 4.3.25. Be responsible for any aerials, cable or broadband connection to or at the property
- 4.3.26. Not keep motorcycles, cycles or similar machinery inside the Property, except in any defined outside area, shed or garage
- 4.3.27. Pay for any treatment needed to remove pests and vermin from the property
- 4.3.28. Pay for any sterilisation, cleaning and redecoration of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term



4.3.29. Perform and observe all obligations of any head-lease or covenant on the Property, except for those relating to the payment of ground rent or service charges. And to indemnify the Landlord against all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation

**4.3.30. Not to keep any pet, animal, bird, fish, reptile, insects or the like on the Property, except with the Landlord's prior written approval**

4.3.31. Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy conditions with the lawn regularly mowed and edged, and the shrubs and trees pruned but not alter the character or layout of the garden or grounds

4.3.32. Not cause obstruction in any common areas of the building or which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion, to levy a charge payable on demand, on the Tenant for so doing.

**4.4. Inspections**

4.4.1. To permit the Landlord and/or representative access, having given at least 48 hours' notice, to carry out an inspection of the property and grounds.

4.4.2. To permit, during the inspection the Landlord and/or representative to take digital photographs of all rooms and grounds. The Landlord and/or representative will not move furniture, personal possession or pets which may then feature in the photographs.

4.4.3. The Landlord and/or representative will make every effort to ensure that the photographs do not include any person at the property.

4.4.4. Copies of the photographs will be used to produce an inventory/inspection report and may be retained for future reference.

**4.5. Nuisance and Anti-social Behaviour**

4.5.1. You must make sure that you, those who live with or visit you, do not harass, annoy, or cause a nuisance or do anything likely to harass, annoy or cause a nuisance to:

- Anybody, because of his or her race or ethnic background, sex (gender), sexual orientation, disability, age, religion or beliefs, pregnancy or maternity status, or socio-economic status.
- Anybody, who lives or works in the local area.
- Any of the landlord's employees, the landlord themselves or people acting on behalf of the landlord.

4.5.2. You must make sure that you do not, and make reasonable effort to ensure that your visitors or members of the family do not:

- Use or allow the use of the premises for immoral or illegal purposes.
- Commit any serious, violent or criminal offence in the local area.
- Use and/or supply controlled drugs or other controlled substances.

4.5.3. The tenant shall occupy the premises principally as a domestic residence only and shall not carry out, or permit to be carried out, any profession, trade or business on the premises, or do anything which is likely to cause nuisance or unreasonable disturbance to neighbours or users of the locality, including any problems with dogs, children, untidy gardens and lifestyles.

#### 4.6. General

- 4.6.1. Not permit or suffer to be done on the Property anything, which may be or may be likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity. This responsibility includes the actions and behaviours of visitors and friends of the Tenant.
- 4.6.2. Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be audible outside the Property
- 4.6.3. Not carry on any trade or profession upon the Property, nor receive paying guests but use the Property only as a private residence
- 4.6.4. Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable or increase the rate of premium for such insurance
- 4.6.5. Not use or suffer the Property to be used for any illegal or immoral proposed (note: unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause)
- 4.6.6. Immediately notify the Landlord or Landlord's agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1997 and supply particulars if such proceedings to the Landlord on demand
- 4.6.7. Have use of all appliances provided in the Property, as laid out in the inventory.
- 4.6.8. Forward any correspondence addressed to the Landlord and other notices, order or directions affecting the Landlord, to the Landlord without delay
- 4.6.9. Surrender all rights to all possessions left at the Property at the end of the tenancy and that they will immediately pass to the Landlord who will be entitled (but not bound) to dispose or sell them for his own benefit
- 4.6.10. Reside in the Property as his only and principal residence. Any change in residence status must be notified to the Landlord and a new tenancy agreement drawn up if necessary
- 4.6.11. Not leave the Property vacant for more than 14 (fourteen) days
- 4.6.12. Check the inventory and report any errors / deficiencies to the Landlord or Landlord's agent, returning a copy with any annotations / corrections as necessary within 7 days. If the inventory is not returned in 7 days, it will be assumed to be an accurate description of the Property including contents, handed over to the Tenant
- 4.6.13. Not change the supplier of gas and electricity services and not to change the meters to card or prepayment meters, without prior notification to the Landlord;
- 4.6.14. Not change the telephone number of the Property without notifying the Landlord;
- 4.6.15. Not alter the operation of, or disable, the smoke alarms
- 4.6.16. Not disable or alter the operation or code of the burglar alarm
- 4.6.17. Be responsible for the maintenance of the burglar alarm and smoke alarms, including checking the smoke alarms every month and replacing batteries at least every year.
- 4.6.18. Not permit smoking at the property by the Tenant, or his family, guests or visitors. If there has been smoking at the Property, the Tenant is liable for the cost of full redecoration at the end of the tenancy, when he vacates the property.

#### **4.7. Insurance**

- 4.7.1. Be responsible for insuring their own possessions against all risks.

#### **4.8. End of tenancy**

- 4.8.1. Yield up the Property at the end of the tenancy in the same good clean state and decorative condition as it was at the beginning of the tenancy and make good, pay for the repair of, or replace any and all such items of fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy
- 4.8.2. Return all keys to the Landlord or the Landlord's agent by 12 noon on the last day of the tenancy (or sooner by mutual agreement)
- 4.8.3. Pay for cleaning of all carpets or curtains which have been soiled during the tenancy
- 4.8.4. Leave the oven clean with no evidence of burnt food or grease, all chrome and glass to be shining with no stains and cooker rings cleaned
- 4.8.5. Leave all fixtures, fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy
- 4.8.6. Remove all rubbish from the Property before returning the Property to the Landlord
- 4.8.7. Pay a fee of £40 if the appointment to check the inventory at the end of the tenancy is not kept by the Tenant.
- 4.8.8. Pay landlord for any work carried out by the landlord after the tenant vacates for which the tenant was liable. The "Standard Charges" for any such work will be advised before the end of the tenancy.

#### **5. Landlord's obligations**

The Landlord agrees with the Tenant as follows:

- 5.1. To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement)
- 5.2. To allow the Tenant, paying Rent and performing the obligations on the part of the Tenant, quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord, the Landlord's agent or any person claiming under or in trust for the Landlord
- 5.3. To return to the Tenant any rent paid while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure, except where such damage may have been caused or enabled by the Tenant's actions or omissions, the amount of which, in the case of dispute, will be submitted to arbitration pursuant to Part I of the Arbitration Act 1996
- 5.4. That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter this agreement (eg superior leases, mortgage lenders, or others) have been obtained in writing
- 5.5. To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains) but not including the Tenant's belongings.

**6. Data Protection**

6.1. The Tenant acknowledges that the Landlord may process, use, record and disclose personal information. The Landlord may make such enquiries as they consider necessary in connection with this or any future application to, or agreement with, the Tenant or any member of any landlord referencing service. The Landlord may disclose information about any of the Tenant’s applications or agreements to any fraud avoidances scheme in which the Landlord participates or any credit reference agency which will keep details of searches and information about any accounts, including defaults. Such information may be shared with other businesses.

**Tenants should be aware that their home is at risk of repossession if they fail to pay the rent.**

SIGNATURE OF LANDLORD: ..... DATE:.....

SIGNATURE OF TENANT(S): ..... DATE:.....

..... DATE:.....

..... DATE:.....

SIGNATURE OF WITNESS: ..... DATE:.....

NAME OF WITNESS:.....


ADDRESS OF WITNESS:.....

OCCUPATION OF WITNESS:.....

**GAS READING:** \_\_\_\_\_

**ELECTRICITY READ:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Initialled by Landlord: ..... 

Initialled by Tenant:.....

**I confirm that I have received the following documents:**

- 1. EPC**
- 2. Current gas safety certificate**
- 3. Copy of "How to Rent" Guide**


SIGNATURE OF TENANT(S) ..... DATE: .....

..... DATE: .....

SIGNATURE OF WITNESS: ..... DATE: .....

NAME OF WITNESS: .....

DRAFT - DRAFT

Initialed by Landlord:  .....

Initialed by Tenant: .....