

Easylet Property Management UK. Ltd.

TENANCY AGREEMENT

(For an Unfurnished House, Room in a shared house or a Flat on an Assured Shorthold Tenancy)

The **TENANT:** «Tenants_Name»

The **PROPERTY:** «Property_Address»

The **AGENTS:** Easylet Property Management UK Ltd.
4a Tor Hill Road Torquay, Devon, TQ2 5RA
Tel 01803 212816 Mobile 07590 894379

The **LANDLORD:** «Landlord_Chk_Focus»
4a Tor Hill Road Torquay, Devon, TQ2 5RA
Tel 01803 212816 Mobile 07590 894379

The Term being Twelve months starting on «Tenancy_Start_Date»

The **RENT** £ «Rent_pcm»
«Rent_Incl__or_Excl»

The **DEPOSIT** £ «Deposit_1monthRent»

DATED «Tenancy_Agr_Date»

The Landlord confirms that the information provided in this document is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

SIGNED Landlord/Agent	VOID VOID	For and on behalf of Easylet Property Management UK Ltd
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The Tenant by signing this document confirms they have been given the opportunity to examine this information and that to the knowledge of the Tenant the information is accurate to the best of his knowledge and belief.

If any document arising under this agreement is signed by or on behalf of the Tenant or Landlord the person so signing shall be deemed the Authorised signatory of the Landlord or the Tenant.

SIGNED Tenant/s	VOID VOID	
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This agreement contains the terms and obligations of the tenancy. It sets out the promise made by the Landlord to the tenant and by the tenant to the Landlord. These promises will be legally binding once the agreement has been signed by both parties. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.

THIS TENANCY AGREEMENT comprises the particulars detailed above, and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS;

- (1) The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name.
- (2) Always remember to give the written Notice to Terminate to the Tenant two clear months before the end of the Term.

IMPORTANT NOTICE TO TENANTS

- (1) In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord that tenancy cannot be an Assured Shorthold Tenancy and This Agreement is not appropriate.
- (2) If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant to you an Assured Shorthold Tenancy of this Property or an alternative property.

TERMS AND CONDITIONS

- 1 This Agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988, as amended by Part 3 of the Housing Act 1996 and the provision for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.
- 2 Where the context so admits:
 - 2.1 The "Landlord" includes the person from time to time entitled to receive the Rent.
 - 2.2 The "Tenant" includes any persons deriving title under the Tenancy Agreement.
 - 2.3 The "Property" includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
 - 2.4 The "Term" shall mean the period stated in the particulars overleaf or any shorter or longer period in the event of an earlier termination or an extension or holding over respectively.
 - 2.5 All references to "he", "him", and "his" shall be taken to include "she", "her" and "hers".
 - 2.6 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be jointly and severally an obligation on the parties, this shall include an obligation not to allow or permit the breach of that obligation.
 - 2.7 The expression "Agent" shall mean Easylet Property Management UK Limited.

Rent

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 - 3.1 **The Tenant is to pay the Rent at the times and in the manner aforesaid. The rent will from time to time be reviewed.**
 - 3.2 **IT IS THE TENANTS RESPONSIBILITY TO PAY THEIR RENT IN THE OFFICE OR PAY DIRECT INTO THE SANTANDER OR LLOYDS BANK. Standing Order details are attached at the end of this document. Card payments can not be accepted over the telephone. IT IS NOT THE LANDLORD OR AGENT'S RESPONSIBILITY TO COLLECT THE TENANTS RENT FROM THE PROPERTY. Failure to pay the rent and other charges may result in the Landlord seeking possession of the property through the courts.**
 - 3.3 If the tenancy is a joint tenancy, then the parties named as the tenants are jointly and severally liable for the payment of the rent. Any person, other than the tenant, who pays the rent due hereunder, or any part thereof, to the Landlord shall be deemed to have made such payment to Easylet Property Management UK Ltd. for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
 - 3.4 There will be a penalty for late payment of rent; this will be interest charged at the rate of 3% above the Bank Of England base rate for each day the rent payment is outstanding.
 - 3.5 If the tenant relies solely on Housing Benefit or Universal Credit Housing Element payments to pay the rent and the total amount claimable then exceeds the original rent agreed your rent will automatically be increased accordingly. If the tenant is in receipt or intending to apply for Housing Benefit or Universal Credit Housing Element the Tenant agrees for the Housing Benefit or Universal Credit Housing Element to be sent direct to the Easylet Property Management UK Ltd. The Tenant also gives their permission for the Easylet Property Management UK Ltd to discuss all aspects of the Tenants Housing Benefit or Universal Credit Housing Element entitlement.
 - 3.6 The Landlord may increase the rent by serving on the Tenant at least 28 days written notice stating the new rent and a date from which it is to be paid. The rent will not (save in exceptional circumstances) increase

more frequently than once a year; those exceptional circumstances to be explained in the notice of increase.

- 3.7 Notice of change of circumstances - if the Tenant is claiming Housing Benefit or Universal Credit Housing Element and they start employment they must inform the Landlord immediately and vice versa if they leave employment and start a claim for Housing Benefit or Universal Credit Housing Element they must notify the Landlord immediately.
- 3.8 The Tenant shall reimburse the Agent any sums which they are required to repay to the local authority in respect of Housing Benefit or Universal Credit Housing Element, which has been paid direct to the Agent on behalf of the tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the tenant.

Deposit

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- 4.1 The Deposit will be secured with MyDeposit (a government approved insurance based deposit scheme) by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address which must be provided to the Landlord less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in this Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money.
- 4.2 The Deposit shall be repayable to the Tenant as soon as reasonably practicable after the Tenant has vacated the property and returned the keys. Any outstanding rent or other charges owing at the end of the tenancy will be deducted from the Deposit held. Any monies still outstanding after the deduction of the Deposit will be requested to be settled by the Tenant or in the event of their default on the debt, the Guarantor.
- 4.3 If the Tenant intends to dispute the deductions the Landlord intends to make from the Deposit they should inform the Landlord in writing within 14 days of being informed of these deductions. If the Landlord and Tenant cannot agree the deductions, then they agree to abide by the decision of the adjudication of MyDeposit. Once a dispute has been registered with MyDeposit, the Agent will lodge the disputed amount with MyDeposit who will release these funds in accordance with their findings.
- 4.4 Except where the outcome of the adjudicator is being awaited, the Landlord shall not, save in exceptional circumstances, retain the deposit for more than one month after the end of the tenancy.
- 4.5 Where more than one person is encompassed in the expression 'The Tenant' the Deposit may be repaid to any one or more of such persons to exclusion of the remaining Tenant or Tenants and such repayment shall discharge the Landlord for any further liability in respect of the amount.
- 4.6 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit within 14 days of a written demand.


Tenant's Obligations

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- 5.1 Where applicable to the rented property, the Tenant is to pay all charges in respect of any electric, gas, water and telephonic or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term. To notify, at commencement of the tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of the tenant's liability for their charges and to have all such accounts transferred into the tenant's name for the duration of the tenancy. If the tenant changes the supplier, they are to inform the Landlord or his Agent within 7 days of transfer the details of the new supplier.
- 5.2 The Tenant is to keep the interior of the Property in a good and clean state and condition and not damage or injure the Property
- 5.3 The Tenant is to yield up the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term. (The Tenant will not be responsible for fair wear and tear caused during normal use of the Property or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 12.)
- 5.4 The Tenant is to clean all windows on a regular basis and in particular, at the expiration of the tenancy.
- 5.5 The Tenant is to replace all broken glass in doors and windows damaged during the tenancy, making good frame and paintwork.
- 5.6 The Tenant is to not make any alteration or addition to the Property nor, without the Landlord's prior written consent (consent not to be withheld unreasonably), do any redecoration or painting of the Property. Upon the tenant leaving a property all walls, ceilings and woodwork must be left as in their original condition. If the tenant has painted any of these with or without permission, they must be repainted prior to the tenant leaving. All walls to be painted in the original colour of either matt white or

matt magnolia paint, all ceilings in white matt and all woodwork in white satin. The Landlord's permission MUST be given prior to the tenant adding any fixtures to the property. If permission is granted by the Landlord, any fixtures added by the tenant must stay in the property after the tenant has left. The tenant MUST NOT Drill holes in the walls/doors/floors of the property to put up fixtures and fittings nor hammer nails into the same. It is recommended that you use something similar to 3M Command system of an appropriate size for hanging pictures or similar decoration. The Tenant is to preserve the furniture (if any) and effects from being destroyed or damaged and subject to Landlord or Agent approval, make good, pay for, repair or replace with articles of similar kind and of equal value such of the furniture and effects as shall be destroyed, lost, broken or damaged, (fair wear and tear thereof only excepted.) None of the property fixtures & fittings may be removed from the premises without the written permission of the Landlord or the Agent.

- 5.7 The Tenant is not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises. Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, (except the replacement of 'like for like' carried out by the utility company) without the proper consent of the Landlord or his Agent, which will not be unreasonably withheld. If the gas is supplied using a card meter, the Tenant is to ensure that the gas does not run out.
- 5.8 The Tenant is to keep and leave the water and waste pipes attached to the cisterns, water closets and sinks and also drains and rainwater pipes free and clear from all obstructions and in as good working order as they are in on taking possession. If any sink, basin, toilet or waste pipes which serve the property become blocked with the tenant's waste, or as a result of the actions or inactions of the tenant (or his invited visitors or guests) then the tenant will be responsible for having the blockage removed. Before calling the Landlord or Agent please ensure that remedies such as the use of a plunger and/or preparatory drain unblocker products have been used. To help cut down on blockages please do not dispose of cooking fat down the kitchen sink and check that plug holes are kept free of hair and debris.
- 5.9 If the property has a macerator fitted to any of the pipework the Tenant must familiarise themselves with what items cannot be disposed of through this unit and ensure that these restrictions are adhered to by all persons using the plumbing served by this unit.
- 5.10 The Tenant is not to introduce any waterbed, Jacuzzi, birthing pool or water tank (including fish tanks) into the Property without the Landlord's prior written consent.
- 5.11 The Tenant is to defrost the Fridge or Freezer when necessary (regardless of if this is the property of the Tenant or the Landlord.)
- 5.12 The Tenant is responsible for the emptying of cesspools and septic tanks (if any) during and on termination of the tenancy.
- 5.13 The Tenant is to take all reasonable precautions to prevent damage by frost. The Tenant will provide constant minimum heating to the Property and to take all other reasonable steps to prevent the freezing of the water system. Failure to do so may render the Tenant liable for all repairs caused by any such freezing.
- 5.14 The Tenant is to take such reasonable and prudent precautions expected of a householder as may be required from time to time to prevent damage to the premises, its fixtures or fittings.
- 5.15 The Tenant is not to leave the property vacant for more than 7 consecutive days and to keep the property locked and secure when they are vacant and to arrange weekly caretaking visits. The water supply must be turned off at the main stopcock and all the water taps and valves in the property opened to drain the tanks of hot and cold water. The Landlord or Agent should be advised in writing if the property is to be vacant for more than 7 days. The Tenant must fully co-operate and comply with any reasonable requirements or conditions relating to the security or safety of the premises and its contents whilst being left empty or unoccupied.
- 5.16 The Tenant is not to do or suffer to be done anything in or at the Property, any act or thing or use musical instruments, radios, stereos and televisions which may cause nuisance, damage or annoyance to the Landlord or the Superior (if any) or to the occupiers of any adjoining property or which may compromise or invalidate any insurance of the building against fire or otherwise, or cause an increase in the premium payable by the Landlord. Musical instruments, radios, stereos and televisions should be kept to an acceptable level of noise especially between 11pm and 8am and so as not to be audible outside the property.
- 5.17 The Tenant is not to do or allow anything to be done at or from the property which is illegal or immoral including the use of any illegal drugs, which are or become prohibited or restricted by statute.
- 5.18 Where the Landlord's interest is derived from another lease ('the Head lease') then it is agreed that the Tenant will observe the restrictions in the Head lease applicable to the Property.

- 5.19 The Tenant is not, without the Landlord's prior consent (consent not to be withheld unreasonably), to allow or keep any pet or any kind of animal at the Property. Any animal that is authorised MUST (where appropriate, dependant on species) have a regular regime of pest control (i.e. flea, worm, tick treatment.) IF a pet were given permission to live at the property then any complaints of noise from neighbours of adjoining property or damage could result in the pet having to be removed from the premises
- 5.20 During property inspections and maintenance visits the Tenant will ensure that any animal on the premises is suitably caged or restrained so as to not pose a safety hazard.
- 5.21 In the event of infectious illness which may require notification by virtue of any statute or order occurring on the Property during the tenancy to properly disinfect and redecorate such parts affected (if considered necessary by the local sanitary authority).
- 5.22 The Tenant is not to use or occupy the Property in any way whatsoever other than as a private residence. Only the person(s) named on the Tenancy Agreement will be allowed to reside at the property unless prior written permission has been granted by the Landlord.
- 5.23 It is a condition of this tenancy that anyone occupying the property is in possession of a Right to Rent as set out by S22, Immigration Act 2014 at all times.
- 5.24 The Tenant is not to assign, sublet, charge or part with or share possession of occupation of the Property or any part thereof, or take in any Lodger, Paying Guest or any other person unless prior written permission has been granted by the Landlord.
- 5.25 The Tenant is not to permit or allow any individuals to reside or stay at the property other than the Tenants to this agreement, save anyone staying for a continuous period of less than 14 days. If the Tenant wishes for an individual to reside or stay at the property for a period in excess of 14 days, then the Tenant agrees that written permission from the Landlord must first be obtained.
- 5.26 The Tenant will not transfer the tenancy to someone else without permission in writing, which will not be unreasonably withheld, this may be subject to a charge.
- 5.27 The Tenant is not to carry on any formal or registered trade, business or profession from the property. Working from home is permitted where this is not the normal working place of the individual.
- 5.28 **All properties managed by the Agent are non-smoking. Smoking of any kind is not allowed inside the property. This includes, but is not limited to, cigars, cigarettes, hand rolled cigarettes, electronic smoking devices and "vapes". Deterioration of the interior caused by nicotine/tobacco/vape smoke etc. is not considered 'fair wear and tear'. The Tenant risks losing all of their deposit and further costs if there is any evidence that anyone has been smoking within the property, this may include a claim against the Guarantor for recovery of these costs.**  Where applicable you may smoke suitable products in external/uncovered areas. Please ensure that any stubs are safely disposed of.
- 5.29 The Tenant is not to light bonfires, not use any paraffin oil or gas heater other than that provided by the Landlord nor bring into the premises any combustible fluid, liquid or bottled gas fuels. No candles, incense or deep fat fryers to be used at the property. The Tenant will ensure that all furnishings that they use within the property conform to current legislation regarding fire retardant materials.
- 5.30 At all times (if the property has oil-fired central heating) the Tenant is to keep the oil-tank replenished with the appropriate heating oil and prevent it from running out.
- 5.31 The Tenant is to have all the chimney and flues belonging to the Property thoroughly swept and cleaned as often as necessary and in particular at the end of the Tenancy.
- 5.32 In order to comply to the Gas Safety (Installation and Use) Regulations 1994 (as amended) the tenant is to ensure:
- a) That the ventilators provided for the purpose in the Property are not covered or blocked.
 - b) That any brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent immediately by telephone. In the case of emergency, the telephone number to ring is 0800 111 999.
- 5.33 The Tenant is not to bring onto the premises any gas appliance, whether connected to the property's gas supply or not without the prior consent of the Landlord or his Agent. Any gas appliance that the Tenant supplies for connection to the gas supply must be serviced and fitted by a Gas Safe engineer and the relevant paperwork certifying the appliance as safe must be provided to the Landlord or his Agent within 7 days of the fitting. The use of any gas appliance must cease immediately if it is or becomes known to be, unsafe or dangerous to either the occupants or the premises and then either removed, replaced or repaired as soon as practical.
- 5.34 The Tenant is to take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

- 5.35 The Tenant is to keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary.
- 5.36 The Tenant will not interfere with any safety or information notices placed in the building by the Landlord and will allow the Landlord from time to time to replace or update these notices. The Tenant will be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and ensuring that all battery powered smoke alarms are kept operational and the batteries promptly replaced when necessary. The tenant must not impede the working of any safety devices by damaging or covering the sensors or in any other way stop their proper function. If you believe that there is a fault with any of the safety equipment you must let the Landlord, or his Agent know as soon as possible.
- 5.37 The Tenant is to notify the Landlord promptly of any disrepair, damage or defect in the property or of any event which causes damage to the property or which may give rise to a claim under the insurance of the property.
- 5.38 The Tenant is to strictly observe and comply with:
- a) All statutory requirements and regulations which may at any time apply to the Property and/or this tenancy and
 - b) All notices received from any local authority or fire brigade, and/or any electricity, water or gas supplier, and
 - c) Allow access for all such repairs and works as are necessary and co-operate with the Landlord and the Landlord's Agents as necessary.
- 5.39 The Tenant is to allow the Landlord, or anyone with the Landlord's written permission, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given reasonable prior notice (except in emergency). If notice is given in writing it will be sent by 1st class post giving at least 24 hours notice. The Landlord will not be liable for the late or non-delivery of this notice by the postal service. Notice may also be sent by text message or email (the Landlord and Agent can't be held responsible for non-delivery of electronic notice due to the Tenant not informing them of a change of telephone number or email address.)
- 5.40 Whilst works or inspections are being carried out at the property the tenant will ensure that the landlord, Easylet staff or maintenance personnel/contractor have access to electric, water and toilet facilities. The tenant will ensure that prior to any works being carried out that they clear the area of their personal belongings so that the work area is clear. Minors must not be left on the premises without appropriate adult supervision whilst any works or inspection is being carried out.
- 5.41 Communal areas at the Property (i.e. stairways or rooms accessed by two or more people with separate tenancy agreements) may be accessed by the Landlord, his Agents or contractors at any time to carry out inspections, work or serve notices. The Tenant is not to use or permit of the common entrance hall in the building (if any) other than for quiet and peaceful entry to the property, and not to store any items in the entrance hall.
- 5.42 No items are to be stored in a loft or basement area attached to the property. Any loft or basement area attached to the property must remain locked at all times.
- 5.43 The Tenant will pay the Landlord's reasonable legal and/or other costs reasonably incurred as a result of any breaches by the tenant of his obligations under this Agreement.
- 5.44 Any personal items left behind at the end of the tenancy after the Tenant has vacated shall be considered abandoned. Ownership of all property and effects left at the Property at the end of the tenancy and not claimed within two weeks thereafter shall immediately pass to the Landlord who shall be entitled (though not bound) to sell or dispose of the same for his own benefit and in respect of which the Tenant will have no claim.
- 5.45 It is the tenant's responsibility to ensure that the rubbish bins (Seagull bags if applicable) and recycling is taken to the appropriate place by the time required by the local council for collection and returned to the property promptly after emptying and are securely and safely stored.
- 5.46 During the tenancy the Tenant shall take such reasonable precautions expected of a householder to keep the premises free of infestation by vermin, rodents, or animal fleas.
- 5.47 The Tenant is to provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
- 5.48 If there is a Guarantor in place for this tenancy the Tenant must notify the Landlord or Agent as soon as they become aware that the Guarantor has moved permanent home, died or become bankrupt. Within 28 days of this notification the Tenant must provide the new address of the Guarantor in writing, or in the case of death or bankruptcy a new Guarantor who will sign the Guarantee on the same terms as the previous Guarantor.

- 5.49 The Tenant will forward to the Landlord immediately upon receipt 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 adjacent properties.
- 5.50 The Tenant will where appropriate keep any garden/patio provided in a very clean and tidy condition. Where the property has a lawn, it must be mown once a fortnight. Keep flower beds and borders free of weeds, shrubs pruned when required and generally cultivate the garden in a reasonable manner according to the season of the year. Not to lop, top, cut down, remove or otherwise injure any trees, shrubs or plants growing upon the property with the exception of normal pruning or to alter the general character of the garden during the tenancy without the Landlords written consent.
- 5.51 The Tenant is not to keep or store any vehicle, motor cycle, pedal cycle or pram/pushchair on the property except in such place that the Landlord may designate or permit. Any vehicle owned by the Tenant or visiting the property, whether parked in a garage or parking space allocated to the property or on the public road, must not be allowed to cause an obstruction to other road users or neighbouring properties.
- 5.52 The Tenant is not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle or which the tenant is the registered keeper.
- 5.53 The Tenant is not to bring any caravans, boats or portable buildings onto the Property.
- 5.54 The Tenant is not to affix or have fixed to the interior or exterior of the Premises any Satellite Dish, Aerial, Cable, notice of advertisement of any kind without first obtaining the written consent of the Landlord.
- 5.55 The Tenant is to be responsible for adequately ventilating the Premises so as to prevent the formation of condensation in the Premises.
- 5.56 Where the property is a flat or a House of Multiple Occupation, and there is a washing machine on the premises, whether the property of the Landlord or the Tenant, it shall not be used or operated before 7am in the morning and after 9pm at night.
- 5.57 The Tenant will return the keys of the Premises to the Landlord by 12 noon on the final day of the tenancy. Keys to be returned include keys to any internal or external doors where locks are fitted, utility meter access cupboards, and the key/card for any pre-payment utility meter. If we have to replace any of these keys a charge of £10 per key will be made.
- 5.58 Locks to any doors **Must Not** be changed without permission of the Landlord (except in the case of emergency.) Additional locks or bolts must not be added to the property without the permission of the Landlord who will assess the safety implications before giving or refusing permission. If permission is given, then keys to these must be provided to the Landlord. No bolt may be fitted to an external door that can only be operated from the inside of the property. Door codes or burglar alarm codes are not to be changed without permission from either the Landlord or Agent.
- 5.59 One month's notice ending at the end of a rental period has to be given of the tenant's intention to leave the property. Where the Tenant comprises of more than one person no notice to the Landlord to determine the tenancy shall be effective unless it is signed by all of the persons who for the time being comprise, of the Tenant under this agreement. The tenant will allow the Landlord to place signs at the premises advertising that the property is available to rent. The Tenant will within this notice period allow the Landlord to show prospective tenants round the property having been given suitable notice.
- 5.60 Within 48hrs of the commencement of this agreement inform the Landlord in writing of any defect to the property. During the term of the agreement the tenant will report any defects within 24hrs of them being noticed.
- 5.61 The tenant will ensure that the property has been cleaned to a professional standard at the end of the tenancy. This includes, but is not limited to, cooker/oven/hob, bathroom including toilet, all floor surfaces including carpets, walls, doors, windows, kitchen work surfaces, light fittings.
- 6 Any Abusive or threatening behaviour against the Landlord his Agents and Maintenance Team (or other tenants residing at the property if applicable) will put the tenancy agreement at risk of termination. The Tenant agrees not to make any slanderous or libellous comments relating to Easylet Property Management UK Ltd or any of its employees, directors, associates, Landlords, at any time during or subsequent to the tenancy of this property. Once any such comment comes to our attention action will be taken to seek appropriate damages through the courts.
- 7 Tenants prosecuted for anti-social behaviour can face eviction from the property.

Landlord's Obligations

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- 8.1 For as long as the Tenant performs his obligations under this Agreement the Landlord will allow the Tenant peaceably to hold and enjoy the Property during the term without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 8.2 The Landlord will insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant (if so requested.) The Tenant to keep the Landlord indemnified against all damage whether to person or property and all claims demands and liability whatsoever which may at any time be caused by negligence of the Tenant except in so far and to the extent that such damage claims demand and liability are covered by any policy of insurance maintained by the Landlord. The Tenant is to inform the Landlord or his Agent immediately in writing of any activity or matters that may invalidate or otherwise render the insurance of the Property null and void and/or otherwise ineffective, or which may lead to an increase in premiums payable. The Tenant will reimburse the Landlord for any excess sum payable under the Landlord's insurance policy 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 or guests in breach of this agreement. It is the responsibility of the Tenant to ensure that their own belongings are insured.
- 8.3 The Landlord will keep in repair the structure and exterior of the Property (including drains, gutters and external pipes). Keep in repair and proper working order the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences.) Keep in repair and proper working order the installation at the Property for space heating and heating water.
- 8.4 Where a repair is necessary the Landlord will arrange for the work to be carried out in a timely manner.
- 8.5 The Landlord cannot be held responsible for the time needed to order and fit materials & spare parts or for the contractor not being available to carry out the work due to other commitments.
- 8.6 The Landlord will not be required to:
 - a) carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner.
 - b) reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do.
 - c) rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

End of Tenancy

9.

- 9.1 The Tenant cannot normally end this Agreement before the end of the Term. However, after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant the tenancy shall end.
- 9.2 In the event that the Tenant shall unlawfully repudiate or attempt to unilaterally terminate this Agreement prior to the expiry of the Term and without prejudice to all claims by the Landlord against the Tenant at common law or otherwise to pay the full cost of damages incurred due to breach of contract incurred by the Landlord as a result of the same.
- 9.3 If the Tenant stays on after the end of the fixed term his tenancy will continue but will run from month to month (a periodic tenancy). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period. Enquiries from a third party, ie a referencing company to the landlord or agency with regard to this tenancy does not constitute having given notice of termination of the contract. Termination must come from the tenant/s named within this Tenancy Agreement.

I understand that at the end of the fixed term of 12 (twelve) months unless I have given one months' notice this tenancy will continue as a periodic tenancy:

Signature of tenant:.....

Access and Inspection

10. Inspection of all areas of the property will be carried out every three months by the Landlord, Agent or workman. Any damages found on quarterly inspections which are due to the tenant or his invited guests or visitors will be repaired, and the costs may be deducted from their deposit or the Tenant may receive an immediate invoice from the Landlord to cover the costs of associated repair work.

General

11.

- 11.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord and Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord at the beginning of the Tenancy Agreement.
- 11.2 Any notices or other documents shall be deemed served on the Tenant by either being handed personally, being left at the Property or by being sent to the Tenant at the Property by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed served on the day after posting and the Tenant will be treated as though they have received it.
- 11.3 For stamp duty purposes the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.
- 11.4 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency).
- 11.5 In the event of damage to, or destruction of, the Property by any of the risks insured against by the Landlord, the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of, and so long as, there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).
- 11.6 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 parties.

Forfeiture

12.

If at any time:

- a) Any part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not) and/or,
- b) There is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or,
- c) Any grounds set out as Grounds 2.8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply.

The Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under the Agreement. Note that if anyone is living at the Property or if the tenancy is an assured or assured shorthold tenancy then the Landlord must obtain a court order for possession before re-entering the Property. This clause does affect the Tenant's rights under the Protection from Eviction Act 1977.

LIABILITY: The Owner, Easylet Property Management UK Ltd and their Agent assume no responsibility for any damages to person or property arising out of this rental. Articles left in the property are at the tenant's risk. Tenant understands and expressly agrees that the Owner is not responsible for loss or damage to any contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury to the Tenant, their visitors, guests or other individual personal injury of any nature. Tenant expressly acknowledges that the Owner shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the contents or to protect individuals using the property from criminal activity. We strongly suggest that the tenant takes out their own contents insurance.

Addendum Agreement

Enter additional terms (use black ink.) If you are varying any term in the Tenancy Agreement itself, please identify the relevant clause.

It is agreed that:

1. Any term set out below is included as a term of the Tenancy Agreement.
2. Where any term set out below conflicts with any standard term of the Tenancy Agreement then the provisions set out below will prevail to the extent of any inconsistency with any such standard term.

«Add_Agreement»

Any terms included on this Addendum Agreement have been specifically agreed between by the Landlord/Agent and the Tenant. They must be legally acceptable.

Landlord/Agent _____

Tenant _____