

TENANCY AGREEMENT

This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended).

This document is important. It sets out the rights and responsibilities of tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it. If you need independent advice, then contact the Citizens Advice Bureau or a solicitor.** It should be kept for the lifetime of the tenancy as you may need to refer to it in the future.

1 The Parties

1.1 The Landlord

Name: (insert landlord's name)
Contact Address: 253-255 Queensway, Bletchley,
Milton Keynes, MK2 2EH

Contact Telephone Number: 01908 639098
Contact Email Address: info@affinity-lettings.co.uk

1.2 The Tenant

Name: (insert tenant's name)
Contact Address: (address)

Contact Telephone Number:
Contact Email Address:

Post Tenancy
Contact Address:

The liabilities of the above parties are joint and several under this agreement.

1.2.1 Relevant Person

Name: Not Applicable
Contact Address:

Contact Telephone Number: Not Applicable
Contact Email Address:

1.3 Other Occupiers

In addition to the Tenant, the Landlord agrees that the following persons will be allowed to reside at the Property:

(insert the names and ages of the other occupiers)

- 1.3.1 The Tenant must not allow any other person to live at the Property without the written consent of the Landlord.
- 1.3.2 The Tenant must ensure that no more than (insert number) persons live at the Property.
- 1.3.3 Any obligations of the Tenant under this agreement to do or not do anything shall also require the Tenant not to allow Other Occupiers or visitors from doing or not doing the same thing

1.4 The Property and Common Parts

- 1.4.1 The Property situated at and being:

(insert property address)

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.

- 1.4.2 The Property is currently subject to a mortgage.
- 1.4.3 The Property does not require a licence under the Housing Act 2004 for it to be let.

1.5 The Term

- 1.5.1 The Term shall be from and including (insert date) to and including (insert date) and then the tenancy continues as a monthly contractual periodic until ended following either party giving Notice. Please see clause 1.6 as it contains important information about what you must do to end the tenancy.
- 1.5.2 The Term is to include any periodic continuation of the tenancy beyond the fixed term.

1.6 Terminating the Tenancy

- 1.6.1 This agreement creates a single tenancy that starts with a fixed term and then becomes monthly periodic. This would normally guarantee both parties the rights and obligations for the fixed term and a minimum of one monthly period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed term (the date quoted in 1.5.1 as "to and including (date)").
- 1.6.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of 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. Such a notice can be served at the earliest at the commencement of month 5 on the first ever agreed tenancy or at any time during the tenancy on any subsequently agreed renewals.
- 1.6.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice

stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause. While the tenancy is periodic the one month's written notice must expire the day before a Rent Due Date. Such a notice can be served at any time during the tenancy.

1.7 The Rent

1.7.1 The Rent payable during the term of this agreement will be £(insert amount) per calendar month payable in advance.

1.7.2 The Rent shall be paid by electronic transfer method into the following nominated bank account:

Account Name:

AFFINITY

Sort Code:

XX-XX-XX

Bank Account Number:

XXXXXXX

Reference:

First line of property address

1.7.3 Overdue rental payments will be subject to interest at the rate of 3% above Bank of England base rate calculated from the date the payment was due up until the date payment is received.

1.7.4 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.

1.7.5 It is mutually agreed that the rent will be reviewed by the landlord annually on the anniversary date of the tenancy with any increases implemented in line with the market rent at date of review and any such increase will come into effect with one 'rent period' written notice.

1.8 The Deposit

1.8.1 The Deposit paid and held in an approved Government deposit scheme is £(insert amount).

1.8.2 No interest earned from holding the deposit will be paid to the Tenant.

1.8.3 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.

1.8.4 Subject to the deposit scheme rules, the Deposit will be returned at the earliest opportunity after the termination of the tenancy.

1.8.5 The Deposit is not transferable by the Tenant in any way.

1.8.7 If the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.

1.8.8 The Deposit will be refunded, less any deductions, to the TENANT

2.0 Tenant Obligations

2.1 Payments of Rent, Services and other Liabilities

2.1.1 Pay the Rent as specified in 1.7.1.

2.1.2 Pay to the relevant authority, all council tax due for the duration of the Tenancy.

2.1.3 Pay all relevant suppliers, all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property during

- the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Property during the Tenancy
- 2.1.4 Where any service mentioned in clause 2.1.3 has been disconnected because of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.
- 2.1.5 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord when the Tenant moves out.
- 2.1.6 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of their visitors or friends.
- 2.1.7 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins seven days after the original tenancy commencement, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 2.1.8 Pay the full costs of any action taken for breach of contract or possession of the Property, including court fees and all other associated costs, limited only if the court set an amount that is reclaimable.
- 2.1.9 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances), the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.
- 2.1.10 Where the Tenant agrees an appointment for a contractor to visit, the Tenant agrees to pay any costs incurred if they fail to keep that contractor appointment.

2.2 The Use of the Property, Pets and Prohibited Conduct

- 2.2.1 The Tenant must occupy the Property as the Tenant's only or principal home.
- 2.2.2 The Tenant must not use the Property for the purposes of a business, trade or profession except with the prior written consent of the landlord. It will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would:
- (a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
 - (b) cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.
- 2.2.3 The Tenant must not use the Property for any illegal, immoral, disorderly or anti-social purposes.
- 2.2.4 The Tenant must not do anything to or on the Property or any Common Parts which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties.
- 2.2.5 The Tenant must not keep any pets or other animals (caged or otherwise) at the Property without the prior written consent of the Landlord. If permission is given, it may be given on the condition that the Tenant pays an additional reasonable amount towards the Deposit.
- 2.2.6 Smoking is not permitted within the property by either the tenant or his or her guests without prior consent from the landlord which will not be unreasonably withheld. **Please note COMPLEX RULES ATTACHED (if applicable or delete)**

2.3 Care, Maintenance and Redecoration

- 2.3.1 The Tenant must take reasonable care of the Property, any items listed in the inventory and the Common Parts (if any). This includes (but is not limited to):
- (a) taking reasonable steps to keep the Property adequately ventilated and heated to prevent damage from condensation;
 - (b) taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
 - (c) disposing of all rubbish in an appropriate manner and at the appropriate time.
- 2.3.2 The Tenant must not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord's prior written consent.
- 2.3.3 The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the inventory for which the Landlord is responsible.
- 2.3.4 The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to act in a tenant like manner or the negligence or fault of any of the Other Occupiers of the Property or the Tenant's visitors.
- 2.3.5 The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Other Occupier or any of the Tenant's visitors cause the breakage.
- 2.3.6 The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.
- 2.3.7 The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.
- 2.3.8 The Tenant must keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.

2.4 Access to the Property for the Landlord or Agent

- 2.4.1 Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day for the following purposes:
- (a) to inspect its condition and state of repair;
 - (b) to carry out the Landlord's repairing obligations and other obligations under this agreement; and
 - (c) to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Property and to carry out any works, repairs, maintenance or installations required by law.
- 2.4.2 Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day in the following circumstances for the purposes specified:

- (a) where the Tenant has given notice under clause 1.6.3 to show prospective tenants or purchasers, letting agents or estate agents around the Property.
 - (b) where the Landlord has given notice under clause 1.6.2 to show prospective tenants or purchasers, letting agents or estate agents around the Property.
- 2.4.3 The Tenant agrees that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.
- 2.4.4 The Tenant must give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency at the Property.

2.5 Assignment and Subletting

- 2.5.1 The Tenant must not assign (i.e. transfer to another person) the tenancy, either in whole or in part without the consent of the Landlord in writing.
- 2.5.2 The Tenant must not sublet the whole of the Property for part or the entire duration of the Tenancy.
- 2.5.3 The Tenant can request to sublet part of the Property for either the whole or part of the duration of the Tenancy. The Tenant must not sublet any part of the Property without the consent of the Landlord in writing.

2.6 Moving out at the end of the tenancy

- 2.6.1 Except for fair wear and tear, the Tenant must return the Property and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.
- 2.6.2 The Tenant must remove all possessions (including any furniture) belonging to the Tenant, any Other Occupier or visitor and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for one month (other than any perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 2.6.3 The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.
- 2.6.4 The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.

2.7 Safety Measures

- 2.7.1 The Tenant agrees to test all smoke and carbon monoxide alarms on a weekly basis, to clean the alarms on a three-month basis using the soft brush of a vacuum cleaner and to replace batteries as and when necessary.
- 2.7.2 The Tenant must follow the advice contained within any Legionella or Fire Risk guidance provided by the Landlord.

- 2.7.3 The Tenant must ensure that they report any defects or hazards within the Property or any of the outside areas to the Landlord at the earliest opportunity.

3.0 Landlord Obligations

- 3.1 The Landlord must give possession to the Tenant at the commencement of the Tenancy.
- 3.1.1 The Landlord must not interrupt or interfere with the Tenant's right to quiet enjoyment of the Property.

3.2 Repair and Maintenance of the Property and Items Listed on the Inventory

- 3.2.1 In accordance with section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 3.2.2 In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord is not required:
- (a) to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property;
 - (b) to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
 - (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 3.2.3 The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the inventory, except where the damage or need for repair is a result of the Tenant's failure to comply with their obligations.

3.3 Insurance and Rent Suspensions

- 3.3.1 The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant's own belongings.
- 3.3.2 The Landlord must provide the Tenant with a copy of the insurance policy at the request of the Tenant.
- 3.3.3 Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use. For the avoidance of doubt, there is no obligation upon the Landlord to provide alternative accommodation.

4.0 Landlords Statutory Grounds for Possession

- 4.1 If any of the grounds specified in clause 4.2 apply, the Landlord may seek to repossess the Property (sometimes referred to as forfeiture and re-entry) during the fixed term by giving the Tenant notice under section 8 of the Housing Act 1988 of his intention to apply to court for possession and, subsequently, applying to the court for a possession order.
- 4.2 The grounds referred to in clause 4.1 are the following grounds which are contained in Schedule 2 to the Housing Act 1988:
- Ground 2 (mortgagee (lender) entitled to possession);
 - Ground 8 (at least 8 weeks' or two months' rent arrears);
 - Ground 10 (some rent overdue);
 - Ground 11 (tenant persistently late in paying rent);
 - Ground 12 (breach of any term(s) of tenancy agreement);
 - Ground 13 (condition of property or common parts has deteriorated due to acts etc. of tenant or other occupant);
 - Ground 14 (the tenant or other person residing in or visiting the property is guilty of nuisance / annoyance in the locality or convicted of a criminal offence in relation to the property or committed in the locality);
 - Ground 15 (condition of furniture provided under the tenancy agreement has deteriorated due to ill-treatment by tenant or other occupant); and
 - Ground 17 (landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant or a person acting on the tenant's behalf).
- 4.3 If the Tenancy ceases to be an assured (shorthold) tenancy, the Landlord reserves the right to end the Tenancy (usually referred to as forfeiture and re-entry) if:
- (a) the rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
 - (b) the Tenant is declared bankrupt; or
 - (c) the Tenant breaches any term of this Tenancy.

5.0 Landlord Contact Details and Services of Written Notices

5.1 Service of written notice by post or hand

The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by first class post. Notices shall be taken to be received the day after being left at the property or the day after posting.

The address for service of written notices and other documents on the Landlord is: **253-255 Queensway, Bletchley, Milton Keynes, MK2 2EH**

5.2 Service of written notices by email

The Landlord does agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be taken to be received the day after being sent. The Landlord's agent's email address for this purpose is: **info@affinity-lettings.co.uk**

6.0 Tenant Contact Details and Services of Written Notices/Documents

6.1 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received the day after being left at the Property or the day after posting.

6.2 Service of written notices/documents by email

The Tenant **does** agree that any notices/document given under or regarding this agreement which are required to be given in writing may, alternatively, be sent by email (except as set out in clause 6.3 below). Notices/documents sent by email shall be taken to be received the day after being sent. The Tenant's email address for these purposes is: **(insert Tenant's email address)**

6.3 Any notice given under section 8 (notice of proceedings for possession) or section 21 (recovery of possession on expiry or termination of assured shorthold tenancy) of the Housing Act 1988 must always be given to the Tenant in hard copy in accordance with clause 6.1 above.

7.0 Privacy Policy

7.1 Data Controller details:

Affinity Lettings (Samantha Knight)
253-255 Queensway
Bletchley, Milton Keynes, MK2 2EH
TEL: 01908 639098
ICO Registration Number: ZA015117

7.2 Your Personal Data

We will hold and process your personal data for contractual and/or legitimate reasons. Therefore, your personal data will be shared with third parties to include but not limited to the landlord, contractors to conduct repairs, property management software systems, deposit protection schemes and utility companies to ensure the efficient management of the property and tenancy. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected to the management of the property or tenancy without your explicit consent.

7.3 Right to Deletion

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

7.4 Right to Rectification

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain

the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt

7.5 Subject Data Access Request

You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to the above address or email which will be actioned within 7 working days of receipt.

7.6 Complaint

In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at the above address or email. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number which can be found above.

8.0 Tenancy Deposit Prescribed Information

8.1 The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

Deposit Protection Service (The DPS)

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Telephone No. 0330 303 0030

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com

8.2 Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

See attached Terms and Conditions

8.3 Information on the procedures applying for the release of the deposit at the end of the tenancy.

See attached Terms and Conditions

8.4 Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.

See attached Terms and Conditions

8.5 Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.

See attached Terms and Conditions

8.6 The facilities available under the Scheme for enabling a dispute relating to The deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions

8.7 Tenancy Specific Information

- (a) The deposit value can be found in clause 1.8.1
- (b) The address of the property can be found in clause 1.4.1
- (c) The name and address of the landlord can be found in clause 1.1
- (d) The name and address of the tenant can be found in clause 1.2
- (e) The name and address of the relevant person can be found in clause 1.2.1
- (f) The reasons for any possible deductions from the deposit by the landlord can be found in Section 2 of this agreement titled "Tenant Obligations".

The Landlord or the Landlord's Agent sign this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

The tenant hereby acknowledges that the Landlord has issued to the tenant either in digital form or hardcopy and the tenant confirms receipt of: 'How to Rent' leaflet, Deposit Protection Prescribed Information, Landlord Gas Safety Record, Energy Performance Certificate, Inventory & Schedule of Condition and a Health and Safety manual for the property.

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SIGNATURE(S) OF LANDLORD(S)

DATED _____

The Tenant is advised to ensure they have read and understood this agreement before signing it.

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb),

- the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief.

-The Tenant confirms they have in their possession relating to this property: Landlord Gas Safety Record (if applicable), Energy Performance Certificate, Health & Safety Manual, How to Rent Leaflet, DPS T&C's and Prescribed information and the Inventory & Schedule of Condition (Risk Assessment)

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SIGNATURE(S) OF TENANT(S)

DATED _____