



TENANCY AGREEMENT FOR LETTING AN UNFURNISHED PROPERTY ON AN ASSURED SHORTHOLD TENANCY

If either party does not understand this agreement or anything in it, he or she is strongly recommended to ask an independent person for an explanation. Such an explanation might be given by a solicitor, a citizen's advice bureau or a housing advice centre.

The Property

The Landlord(s)

The Tenant(s)

The Term

The Rent £

The Deposit £ (held in an approved tenancy deposit scheme and refundable at the end of the term if the tenant complies with his requirements of the tenancy).

THIS TENANCY AGREEMENT comprises the particulars above and the terms and conditions printed below whereby the Property is hereby let by the Landlords and taken by the tenant for the Term at the Rent.

This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Section 19A of the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for recovery of possession by the Landlord in that act apply accordingly. If, at the end of this time, we have not received from the tenant, at least one calendar month's notice, in writing, expiring on the last day of the fixed term of the tenancy to terminate the agreement, the tenancy will continue on as a contractual periodic tenancy. The periods of this contractual periodic tenancy shall be the same as those for which rent was last payable under the initial fixed term of the tenancy. This periodic tenancy will carry on until you have served the required notice in writing to terminate the agreement or we serve the required notice or re-possess the property under a ground set out in Clause 53-56. To end the contractual continuation tenancy the required notice is written notice to the other party. The notice must end on the last day of a rental period and must be of sufficient length. This means that the notice must be at least one calendar month in length.

The tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the term. Written Notice to Terminate must be given by the Landlord to the Tenant at least two clear months before the end of the Term

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The Tenant will:-

1. Pay the rent at all times and in the manner aforesaid without any deductions whatsoever (save for any deduction allowable in law)
2. Pay all charges in respect of any gas, oil, electricity, water, sewerage, telephone and television service supplied to the Property and any council tax or any similar tax that might be charged in addition to or replacement of it during the term. Where necessary the sums demanded by the service provider will be apportioned according to the duration of the tenancy
3. Keep the interior of the Property in good repair and condition and not damage the Property. This clause does not oblige the Tenant to put the property into better repair than it was in at the beginning of the tenancy
4. To keep the previous fixtures and fittings in a reasonably clean and tidy condition
5. Defrost the fridge and the freezer when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this
6. Yield up the Property at the end of the Term to the Landlord in a clean and tidy condition
7. Where the property has a chimney that is used by a solid fuel appliance, the tenant agrees that if they use the solid fuel appliance that they will take all reasonable actions to ensure that the chimney remains in a safe working order including having the chimney swept. . Should the tenants employ the services of a third party to sweep the chimney they will be responsible for the associated costs. In the event that the tenant does not agree to the above, the use of the solid fuel appliance during the tenancy is prohibited.
8. Not make any alterations or addition to the Property nor without the Landlords' written consent do any redecoration or painting of the property
9. To take all reasonable precautions to prevent damage occurring to any pipes and other installation in the property that may be caused by frost provided they were adequately insulated at the start of the tenancy
10. Notify the Landlords/Agent of any defect that arises during the tenancy that is likely to cause subsequent problems to the fabric of the building and to do so in a timely manner
11. Not do anything on or at the property which is illegal or immoral or that falls within the Landlords' obligations
12. Not do anything which may become a nuisance or annoyance to the Landlords or owners or occupiers of adjoining nearby premises. This includes excessive noise in particular between 11pm and 7.30am (inclusive)
13. Not do anything which may in any way invalidate the insurance of the Property or cause an increase in the premium payable by the Landlords

14. Not keep any pet or any kind of animal at the Property without the Landlords' prior consent. Should permission be granted by your Landlord for you to have a pet at the property, you agree that that the property should be returned at the end of your tenancy in the same condition (minus fair wear and tear) as at the start of your tenancy. You are responsible for any cleaning costs to ensure the carpets are free from pet hairs, stains and the property is returned with any pet odours adequately eliminated. Any damage to the garden or property caused by the pet will be the tenant's responsibility to rectify.
15. Not smoke or use electronic cigarettes inside the property or allow any visitors to do so without Landlords' prior consent
16. Use the Property only for the purpose of a private residence. This means that the tenant must not carry on any profession, trade or business at the property and must not allow anyone else to do so unless permission is obtained.
17. Tenants cannot sublet the property or any part of it, or give up the property or any part of it to someone else. And if you do so (even if we have consented) you will be liable for carrying out all Right to Rent checks as set out by s22, Immigration Act 2014, on any sub-tenants or other occupiers you allow into the property and you will compensate us for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly
18. 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
19. To give the Landlords/Agent a copy of any Notice given under Party Wall Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlords/Agent
20. This clause applies if there is a Guarantor for the tenancy and that Guarantee ends because the Guarantor dies, becomes bankrupt or cancels the Guarantee. If it is reasonable for us to do so then within 2 months of us learning of this we can notify you in writing requiring you within 28 days of this request to find a new Guarantor who is reasonably acceptable to us. Our request must give reasons as to why a new Guarantor is required. That Guarantor must then within 28 days sign a new guarantee including the same terms as the previous Guarantee to take effect from the date when the previous Guarantee came to an end. You must notify us as soon as you become aware that the Guarantor has died or has become bankrupt
21. Permit the Landlords or anyone authorised by the Landlords at reasonable hours in the daytime and upon 24 hours notice (except in an emergency) to enter and view the Property for any proper purpose including any or all of the following:
 - (a) To examine the condition of the property or any adjoining or neighbouring property
 - (b) To repair, maintain, alter, improve or rebuild the Property or any adjoining or neighbouring property
 - (c) To examine or to repair, maintain or replace the items on the Inventory
 - (d) To comply with any obligations imposed on the Landlords by law
 - (e) To show the property to a prospective purchaser, prospective tenant or prospective mortgagee of the Property within the last 2 months of Tenancy
 - (f) To allow inspection visits by the Agent which will be conducted at 3 monthly intervals.

22. Tenants liability insurance

- (a) we suggest that the tenant should adequately insure their personal contents that will be contained in the property for the term of the tenancy
 - (b) it is recommended that tenants liability insurance is held to cover the cost of accidental damage to the Landlords property/possessions caused by the tenant or tenants visitors to the property. Should tenants liability cover not be held, you agree to repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, if it applies, the building in which the property is located and any shared access. It also includes replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you at least 24 hours' notice in writing) and carry out the work. You will have to pay us for the reasonable cost of this work.
23. Keep all smoke detectors and carbon monoxide detectors in good working order provided they were clean at the start of the tenancy, supplied with new batteries where applicable and test the alarms on a monthly basis. In addition, you agree to inform us as soon as practically possible if a fault arises in the smoke or carbon monoxide alarms. These devices must not be tampered with at any time
24. Replace all electric light bulbs, fluorescent tubes and fuses
25. Be responsible for looking after the garden. You must keep it tidy and cut any grass bushes and hedges regularly, but you do not have to improve the garden. All decking and patio areas must be kept clean, moss free and maintained
26. Replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family or visitors
27. Keep the property, at all times, well aired and warmed to avoid condensation build up and mildew growth. Where condensation may occur, take care to promptly wipe and clean surfaces as and when is required to prevent damage to the property, fixtures and fitting, room heaters and radiators
28. Not to hang or place wet or damp articles of washing on any item of furniture, fixture or fitting, room heaters or radiators. Where washing is dried indoors this must be in a well ventilated room suitable for this purpose.
29. Not block ventilators provided in the property
30. Take all reasonable precautions to prevent infestation of the property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or visitors

31. Allow the Landlords/Agent to erect a reasonable number of 'to let' or 'for sale' signs at the premises and fully advertise the property during the last two months of the tenancy
32. Notify the Landlords/ Agent of any wet rot, dry rot, or infestation by wood boring insects
33. Not to place or erect any aerial, satellite dish, notice, cable, equipment, advertisement, sign or board on or in the property without the prior consent of the Landlords/Agent
34. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails, adhesive or their equivalent. If the tenant wishes to hang such articles, he/she may do so using a reasonable number of commercial picture hooks with the consent of the Landlord/Agent
35. To notify the Landlords/Agent before leaving the premises vacant for any continuous period of 7 days or more during the tenancy
36. Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water
37. To fasten all locks and bolts on doors and windows at night and when the premises are empty. To set the alarm (if present at the property) when the property is vacant and not to change the alarm code without prior written consent of the Landlords/Agent
38. Not to have any further keys cut without prior notification to Landlords/Agent and not to change any locks in the property without consent from the Landlords/Agent
39. To park private vehicle(s) only at the property. Not to park a caravan, motor home, boat or other commercial vehicle without written notice by the Landlords
40. To dispose of all refuse through the services provided by the local authority and to remove all rubbish at the Property at the end of the Tenancy
41. We may remove, store, sell or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the property at the end of the tenancy. Normally we will store your furniture or goods for a minimum of 14 days after the end of the tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this 14 days period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). Any remaining items will not be sold or got rid of without us first contacting you to notify you or if we are unable to do so taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs (including any storage costs) and any money you owe us from any money made from selling furniture or goods.

42. To forward all correspondence addressed to the Landlords at the property to the Landlords/Agent within a reasonable time
43. To ensure that you are available for agreed appointments made with contractors to carry out maintenance work at the property and to ensure that you are available for agreed inspection visits arranged with the agents.
44. To respond to calls, letters or emails sent by the Agent/Landlord in a timely manner and to ensure that documents are returned in a timely manner and without delay.
45. To update the Agent/ Landlord of new contact details including telephone and email addresses as soon as possible.
46. Cancel all rent payments at the end of your tenancy in sufficient time for your bank to stop payments after your last rent due.
47. To ensure that you act in a Tenant like manner and carry out work responsible by the tenant by virtue of his/her duty to use the Property in a tenant-like manner. This can include work such as bleeding radiators, re-pressurising the boiler, changing batteries in thermostats. You agree that you will carry out all checks as requested by the agent to ensure that contractors/engineers are not called out wrongfully.

The Landlords will:-

48. For as long as the Tenant performs his obligation under this Agreement allow the Tenant to peaceably hold and enjoy the Property during the term without lawful interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord
49. Insure the property and use all reasonable means to arrange for any damage caused by an insured risk to be remedied as soon as possible
50. Keep in repair the structure and exterior of the Property (including drains, gutters and external pipes)
51. Keep in repair and proper working order the installations at the Property for the supply of gas, electricity and water and for sanitation (including basins, sinks, baths and sanitary conveniences)
52. Keep in repair and proper working order the installation at the Property for space heating and heating water

But the Landlords will not be required to:-

53. Carry out works for which the Tenant is responsible by virtue of his/her duty to use the Property in a tenant-like manner
54. Reinstatement of 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 has failed to do
55. Rebuild or reinstate the Property in the case of damage or destruction of the Property by a risk not covered by the policy of insurance effected by the Landlords

We may seek possession, if at any time:-

56. Any part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not) and/or
57. 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 Landlords for the breach and/or
58. Any interim receiver is appointed in respect of the Tenant's property or Bankruptcy Order made in respect of the Tenant or the Tenant makes any arrangement with his creditors or suffers any distress or execution to be levied on his goods and/or
59. Any of the grounds set out as Grounds 1, 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 as follows:

Housing Act 1988 Schedule 2:

Ground 1

If the property has been the main home of Landlord or requires the dwelling as theirs or their spouse's or civil partner's only or principal home

Ground 2

The dwelling house is subject to a mortgage granted before the beginning of the Tenancy and

- (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or Section 101 of the Law of Property Act 1925: and
- (b) the mortgagee requires possession of the dwelling house for the purpose of disposing of it with vacant possession in exercise of that power
- (c) the court is satisfied that it is just and equitable to dispense with the requirement of notice. And for the purposes of this Ground 'mortgage includes a charge and 'mortgagee' shall be construed accordingly

Ground 8 both at the time of serving the Notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks rent unpaid where rent is payable weekly or fortnightly (b) at least two months rent is unpaid if rent is payable monthly (c) at least one quarter's rent if more than three months in arrears if rent is payable yearly

Ground 10 both at the time of service the notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding;

Ground 11 there is a history of persistently late rent payments

Ground 12 the tenant is in breach of one or more of the obligations under the tenancy agreement;

Ground 13 the condition of the property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14 the tenant or someone living or visiting the property has been guilty of conduct which is, or is likely to cause a nuisance or annoyance to neighbours; or, that a person residing at or visiting the property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of the Property;

Ground 15 the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property

60. Any notice given on behalf of the Landlord or any other document served on the tenant shall be deemed to have been served to the tenant if it is:
- (a) Left at the property during the term or at the last known address for the tenant
 - (b) Sent by recorded delivery, in a pre paid letter, addressed to the tenant
 - (c) Issued in person to the tenant
61. Any notice given by the Tenant or any other document served on the Landlord shall be deemed to have been served to the Landlord if it is:
- (a) Left at the office of the Landlords agent
 - (b) Sent by ordinary post to the Landlords agent in a pre paid letter
 - (c) Sent by recorded delivery to the Landlords agent in a pre paid letter
62. If any notice is left at the property or at the office of the Landlords agent, service shall be deemed to have been on the day it was left
63. If any notice or any other document is by post it shall be deemed to have been served 48 hours after it was posted
64. The Landlords may enter the Property and upon such re-entry this Agreement shall absolutely determine but without prejudice to any claim which the Landlords may have against the Tenant in respect of any antecedent breach of any covenant or any term of this Agreement. This right of re-entry is not to be exercised by the Landlord without a court order while anyone is residing in the Property or while the tenancy is an assured tenancy
65. The Deposit will be held by the Landlords/Agent in an approved tenancy deposit scheme administered by The Deposit Protection Scheme, The Pavilions, Bridgwater Road, Bristol, BS99 6AA, and will be refunded to the Tenant at the end of the Term less any deductions properly made by the Landlords/Agent to cover any breaches of the obligations in his Agreement by the Tenant

The deposit has been taken for the following purposes:-

- (i) Any damage or compensation for the damage to the premises, fixtures or fittings or for the 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 any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlords
- (ii) 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 fixtures and fittings
- (iii) Any rent or other money due or payable by the Tenant under the Tenancy of which the tenant has been made aware and which remains unpaid at the end of the Tenancy

66. If at any time during the Term the Landlords are obliged to deduct from the Deposit to satisfy 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. The Landlords/Agent must tell the tenant within 10 working days at the end of the tenancy if they propose to make any deductions from the deposit. The tenant should inform the Landlords/Agent in writing if the Tenant intends to dispute any deductions made by the Landlords/Agent within 20 working days after termination or earlier ending of the Tenancy and the Tenant vacating the property
67. The Landlords hereby notify the Tenant in accordance with Section 48 of the Landlord and Tenant Act 1987 that his address for service is that stated with the name of the Landlords on the first page of this Agreement
68. In the event of damage to or destruction of the Property by any of the risks insured against by the Landlords, 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) the amount in case of dispute to be settled by arbitration
69. Where the context so admits:
- (a) The 'Landlords' includes the persons from time to time entitled to receive the rent
 - (b) The 'Tenant' includes any persons deriving title under the Tenancy
 - (c) The 'Property' includes any part or parts of the Property and all of the Landlords' fixtures and fittings at or upon the Property
 - (d) The 'Term' shall mean the period stated in the particulars on the first page of this Agreement or any shorter or longer period in the event of an earlier termination or an extension or holding over respectively
70. All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation

We will make the following charges during the tenancy or at the end of the tenancy for the following:

DEFAULT FEES

- (a) Reasonable costs for replacement of keys or security devices which are lost/not returned. The cost of which will depend on the type of key/security device that needs to be replaced.

- (b) We will charge interest at the rate of 3% above the Bank of England Base Lending Rate for any rent due from the Tenant under this Agreement which is more than 14 days in arrears in respect of the period from when it became due to the date of payment and/or any late payment/banking charges as a result of rent not being received. If the late rent has caused a mortgage payment to be missed by the Landlord and the Landlord incurs a charge from their mortgage provider due to this, you will be liable to reimburse the Landlord for their loss.

FEES FOR VARIATION, ASSIGNMENT, NOVATION AT TENANT REQUEST

- (a) A request to make a change to the tenancy agreement. This could be making changes to the tenancy agreement to enable:

Pets to be kept in the property (this may also be subject to a rent increase)

A change of sharer in a joint tenancy

Permission to sub-let

Permission to decorate

Permission for a business to be run from the property

Or any other amendment which alters the obligations of the agreement. The cost for making any change to the tenancy agreement will be £50 inclusive of VAT.

- (b) Early termination of tenancy. Should you request to terminate your tenancy before your fixed term period ends or without the correct notice period, you will be required to cover the cost of any rent due up to the date a new tenancy can move into the property. This includes allowing reasonable time for the agent to perform all necessary procedures required for the start of a new tenancy (for example, preparation of a new inventory). You will also be required to pay for any losses incurred by the Landlord and any reasonable costs to the agent (for example, Landlord re-let fees, referencing fees, marketing fees). Should a new tenant not be found before your fixed term tenancy ends or your relevant notice period, you will be required to pay the rent in full. Please note that no obligation is required by your Landlord to allow early termination of your tenancy

DAMAGES FOR BREACH OF CONTRACT

We may have to pay costs if you do not adhere to the conditions of this contract. The law allows us to recover our reasonable costs from you. The costs you will have to pay are as follows:

- (a) If we send you a Section 8 House Act 1988 notice because you have broken this agreement, you must pay our reasonable costs of not more than £35.00 including VAT. We will not charge you for any covering letter associated with this.

- (b) If you do not respond to letters about arrears, and as a result the Landlord/Agent have to visit you at home, you will pay our reasonable cost of not more than £50.00 including VAT. **YOU CAN AVOID THIS BY KEEPING IN CONTACT**
- (c) If we have genuine reason to believe that you have abandoned the property and we have to visit the property and speak to neighbours and authorities, you agree to pay our reasonable costs of not more than £50.00 including VAT. **YOU CAN AVOID THIS BY KEEPING IN CONTACT**
- (d) Damage to the property caused by tenant neglect or neglect of persons visiting the property invited by the tenant which has not been rectified by the tenant – you agree to pay the bill from the workman plus up to £50.00 including VAT for our reasonable costs for arranging these matters.
- (e) Failure to keep appointments such as Gas Safety Inspections, Inspections by the Landlord/Agent or any other contractor appointments which has been agreed and unless cancelled with no later than 12 hours notice you agree to pay the contractor call out charge or our reasonable admin charge of £50.00 including VAT
- (f) If you leave without giving notice, you must pay rent for the period you should have given notice. This will be claimed against your deposit if possible.
- (g) Where rent has been overpaid during or at the end of the tenancy and we incur administration costs in dealing with repayment you agree to pay our administration charge of £25.00 including VAT. This is a breach of tenancy as the amount of rent to be paid is explained in the contract.
- (h) You agree to be responsible for any reasonable call-out charges if you wrongfully ask for a workman to visit the property due to providing the wrong information or failure to adhere to the advice and requests of the agent. The cost of which should not exceed £75.00 including VAT, however, you should request a contractor at the weekend or out of hours, the call out charge could be higher.
- (i) You will have to pay our reasonable cost as ordered by the courts if we have to evict you for rent arrears.

We will claim for the above from your deposit or via the small claims court. We will not make a claim without fully providing our losses.

PROPERTY SPECIFIC ADDITIONS (IF APPLICABLE) (please delete if not applicable)

DATED

SIGNED

DATED

SIGNED

(The Landlord(s))

DATED

SIGNED **TIME**

DATED

SIGNED **TIME**

(The Tenants(s))

