

Dated 11th June 2018

THE LANDLORD

and

THE TENANT

ASSURED SHORTHOLD TENANCY AGREEMENT

Relating To

Flat 2, 159 Lewisham Road, SE13 7PZ

ASSURED SHORTHOLD TENANCY AGREEMENT

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

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, Solicitor or Citizens' Advice Bureau.

This Tenancy is made the 30th Day of June 2018

1 Particulars

1.1 Parties

1.1.1 The Landlord

Name: Bluestone Relocations Ltd

Contact Address: 19 Lyndhurst Road, Bristol, BS9 3QY

Contact Email: admin@bluestonerelocations.com

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the.

1.1.2 The Tenant(s)

Name: Meleri Wigley

Contact Telephone: 07835 262 144

Contact Email: Leriwigley@gmail.com

The Tenant(s) agrees that the Landlord or Landlord's Agent may provide the Tenant's name, address and other contact details to third parties relevant to this contract such as referencing companies and the appropriate tenancy deposit protection scheme provider. Should the Landlord or Landlord's Agent wish to hand over the Tenants details to any other third parties, a consent from the Tenants is required.

1.1.3 Relevant Person

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person. For this tenancy there is no Relevant Person as the Deposit is provided by the Tenant.

1.1.4 The Guarantor

Name:

Contact Address:

Contact Telephone:

Contact Email:

The Guarantor hereby guarantees the liabilities of the Tenant in respect of this Tenancy.

Where the party consists of more than one entity or person, a couple. The obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under this Tenancy if the other members do not fulfil their obligations.

- 1.2 The Landlord's Agent
The "Landlord's Agent" shall mean person or company responsible for letting or managing the property or such as the Landlord may from time to time appoint.
- 1.3 The Landlord lets and the Tenant takes the room for the Term at the Rent payable upon the terms and conditions of this Tenancy.
- 1.4 This Tenancy is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).
- 1.5 Property/Room
- 1.5.1 "the Property" means the property known as **Flat 2, 159 Lewisham Road, SE13 7PZ**
"the Room" means room number 2 which is located next to the kitchen.
- Together with the fixtures, fittings, 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, gardens and drives.
- 1.6 Term
- 1.6.1 "the Term" shall be for a **fixed term of 12 months from 30th June 2018 expiring 29th June 2019**
The Term shall be from and including: **30th June 2018 to and including 29th June 2019**
Subject to clause 2.5
- 1.7 Rent
- 1.7.1 "the Rent" shall be **£650.00 per calendar month**, payable in advance
- 1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord directly by banker's standing order or such other method as the Landlord shall require.
- 1.7.3 The first payment of the Rent being due on the **30th June 2018** or prior to the date of taking possession.
- 1.7.4 Thereafter the "Rent Due Date" will be the **1st of each calendar month** during the Term of this Tenancy.
- 1.7.5 In the event of the Rent not being paid on the Rent Due Date the Tenant will pay interest at a rate of £10.00 per day until the Rent has been paid in full.
- 1.7.6 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants or conditions of this Tenancy
- 1.7.7 Any person paying the Rent, or any part of it, for the Room 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.
- 1.7.8 It is agreed that if the Landlord or Landlord's Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement or tenancy and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.7.8 If for any reason the Tenant(s) remains in possession of the Room, or the lawful tenant of the Room, for more than 12 months, then the Rent can increase once each year by 5% of the annual rent amount.
- 1.8 Deposit
- 1.8.1 "the Deposit" means the sum of **£650.00** to be paid by the Tenant to the Landlord on or before the date of this Tenancy.
- 1.8.2 The Deposit will be held by the Landlord in a suitable deposit protection scheme

- 1.8.3 The Landlord will not pay interest on the Deposit.
- 1.8.4 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.
- 1.8.5 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded within 30 days, less any deductions, once the following have been completed:
 - 1.8.5.1 this Tenancy has ended and possession of the Room has been returned to the Landlord;
 - 1.8.5.2 all keys to the Room and the Property have been returned to the Landlord;
 - 1.8.5.3 the Landlord and the Tenant have confirmed in writing their acceptance of any deductions from the Deposit; and
 - 1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by Tenancy Deposit Solutions Limited (TDSL), in accordance with the Terms and Conditions of the Tenancy Deposit Protection scheme rules. The Terms and Conditions and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process, can be found at www.depositprotection.com or call: 0330 303 0030
- 1.8.8 In the event that the total amount lawfully due at the end of this Tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.
- 1.8.9 The Landlord or Landlord Agent will keep the interest for any amount of the Deposit not refunded to the Tenant.
- 1.8.10 The Deposit will be refunded to any one of the parties forming the Tenant and this will be considered a full refund.
- 1.8.11 At the end of the Tenancy, the Landlord or Landlord's Agent shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
 - 1.8.11.1 make good any damage to the Room or the contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Room or contents;
 - 1.8.11.2 replace any of the contents, which may be missing or damaged from the Room;
 - 1.8.11.3 pay for any of the Rent which remains unpaid by the Tenant.
 - 1.8.11.4 damage caused to communal areas deemed by the Landlord or Landlord's Agent to be unreasonable to both the content and the fabric of the house beyond fair wear and tear will be chargeable to the individual that caused the damage. If no one person takes ownership and responsibility, then all tenants occupying the Property as a whole group will be responsible and a charge to the whole group will be levied by way of an equal split of the cost of the repair or replace. The monies should be paid by the Tenant directly to the Landlord's Agent when requested. If this is not done then they will be taken from the Deposit at the end of each individual tenancy.

1.9 Rights of Third Parties

- The parties intend that no clause of this Tenancy may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 1.9.1 In the event that the Landlord's Agent should go bankrupt or insolvent or enter into voluntary arrangement with its creditors or be made the subject of a winding up order whether compulsory or voluntary the Landlord may re-enter the Property provided he has complied with his statutory obligations. The tenants occupying the Property and their signed Assured Shorthold Tenancy Agreements (AST) will automatically be assigned to the Landlord along with all associated payments of the Rent. The Landlord (or any newly appointed agent) will have all rights over the Tenants as the Landlord's Agent did with regards to having the power to evict, serve notice and receive the Rent in accordance with the Tenant's AST. They will also take over the liabilities, responsibilities and obligations of the Tenant to the Property, for example in regards to paying the bills on behalf of the Occupiers where bills are included in their monthly rents.

2 Legal Notices

- 2.1 Section 47
Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1. The address for service of Notices is as in clause 2.2.
- 2.2 Section 48
Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including

Notices in proceedings) is as follows: admin@bluestonerelocations.com or alternatively in writing to the following address.

19 Lyndhurst Road
Bristol
BS9 3QY

If the tenant wishes to serve notice to end this Tenancy, then the postal address or email address can be used to notify the Landlord or Landlord's Agent.

2.3 Notice service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
 - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time; or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time; or
 - 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.
- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
 - 2.3.2.1 left at the Landlord's Agent's office during the Term only or the last known address of the Landlord's Agent at any time' or
 - 2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2; or
 - 2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause; 2.2.
- 2.3.3 If any Notice or other document is left at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.
- 2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord or the Landlords Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation

2.5 Ending the Tenancy/Break Clause

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, the tenant agrees to give the Landlord at least two month's prior notice in writing.
- 2.5.2 The Landlord or Landlord's Agent may bring this Tenancy to an end any time after 6 months from the start of this Tenancy by giving the Tenant at least two months written notice stating that the Landlord requires possession of the Room. A notice under Section 21 of the Housing Act 1988 will suffice to implement the clause.
- 2.5.3 The Tenant may bring this Tenancy to an end by activating a break clause after the expiry of 6 months from the start of this Tenancy. In the event of the Tenant wishing to terminate this Tenancy in accordance with this Clause, the Tenant will be required to find a replacement tenant. The Tenant is required to give the Landlord two months written notice on the 4th month stating that the Tenant wishes to vacate the Room. This Tenancy must end on the last day of a calendar month. The Tenant will be responsible for any costs incurred during the re-tenancing process, as detailed in clause 2.5.5 below. If the Tenant chooses not to activate this break clause at 6 months from the start of the Tenancy, then this Tenancy automatically runs for the remainder of the Term.

MKW

- 2.5.4 Any replacement tenant must first be approved in writing by the Landlord
- 2.5.5 In the event of the Tenant choosing to action the break clause as set out in section 2.5.3 the Tenant will be liable for the following costs :
- i) In the event of the Tenant finding a suitable replacement tenant, the Tenant will be liable for a fee of £85.00
 - ii) In the event of the Tenant not finding a suitable replacement tenant, the Tenant will be liable for a fee of £180.00
 - iii) If no replacement tenant is found by the Tenant on the date on which is two weeks before the Tenant is due to vacate the Room, the Tenant will be liable for a fee of £180.00
- 2.5.5.1 The Landlord or the Landlord's Agent reserve the right to adjust the fees above if external companies used to take out these services make changes to the prices that they charge. In this instance, a full receipt will be provided to the Tenant. If the Tenant stays for the whole of the Term, the fees set out in 2.5.4 will not apply at the end of the Term.

3 Possession

- 3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may lawfully terminate this Tenancy and re-enter the property and cancel this Tenancy if
- 3.1.1 the Landlord or Landlord's Agent has given two months notice to the Tenant of the Landlord's intention to recover possession of the Property in accordance with the Landlord's break clause in 2.5.2; or
 - 3.1.2 at least six months have passed since this the date of this Agreement.
 - 3.1.3 the Term has expired.
 - 3.1.4 the Rent or any part of it is in arrears whether formally demanded or not,
 - 3.1.5 the Tenant is in breach of any of the obligations under this Tenancy,
 - 3.1.6 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of this Tenancy).

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments, utilities and outgoings

- 4.1.1 The Tenant will pay the Rent on the Rent Due Date and in the manner specified under the terms of this Tenancy.
- 4.1.2 The Tenant shall act reasonably in their consumption of gas, electricity, broadband and water at the Property and in the common areas. A fair use policy applies for all utilities at the Property
- 4.1.3 Broadband & Wifi will be installed at the Property using an ADSL connection via a dedicated phone line or a high-speed broadband connection like fibre optics. Any additional installation above an ADSL or Fibre optics connection will need prior written approval from the Landlord or Landlord's Agent in advance of an installation.
- 4.1.4 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 4.1.5 In the event of the Tenant acting in such a way that leads to any of the utilities or services being cut off or disconnected, the Tenant shall pay the costs associated with reconnecting or resuming those services or utilities
- 4.1.6 If the Landlord supplies a TV in a communal area then the Landlord will pay for one TV licence only. It is the Tenant's responsibility to pay the licence fee if the Tenant adds additional TV's or devices that require a licence to watch TV channels installed at the Property or in the Room.
- 4.1.7 The Tenant will pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.8 The Tenant will pay the Landlord the sum of £30.00 per key for any door, window, or other key or replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.

MKW

- 4.1.9 The Tenant will 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 his visitors or friends.
- 4.1.10 during the Term, the Tenant will take such reasonable precautions expected of a tenant to keep the Property or the Room free of infestation by vermin, rodents, bed bugs, insects or animal fleas. Where there is an infestation of mice it is expected that the Tenant will take reasonable steps to obtain and lay bait and/or traps necessary to rid the Property and/or the Room of the infestation. Where such infestation occurs as the result of action or inaction on behalf of the Tenant, the cost will be shared equally with the other tenants. If necessary a professional pest control company will be called upon to determine the cause of the infestation, what action will be required and the costs to eradicate the infestation.
- 4.1.11 In the event of any infestation as set out in Clause 4.1.12, the Tenant will immediately inform the Landlord or the Landlord's Agent. Failure to inform the Landlord or the Landlord's Agent will be considered a breach of the Tenancy.
- 4.1.12 The Tenant will pay any costs incurred by the Landlord if, contrary to the terms of this Tenancy, the Tenant permits the Property or the Room to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this Tenancy, uses the Property or the Room in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the Property or the Room.
- 4.1.13 The Tenant will pay the costs of any court action taken for possession of the Property or breach of Tenancy, as provided for in the court's judgement.
- 4.1.14 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.

4.2 Repairs

- 4.2.1 The Tenant will keep the Property and the Room including all of the Landlord's fixtures and fittings clean, tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 The Tenant will not permit any waste, injury or damage to the Property or the Room, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 The Tenant will notify the Landlord immediately of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 The Tenant will promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 The Tenant will undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs within 10 working days of notice having been served the Landlord may, after providing the Tenant with written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance, the Tenant agrees to get the chimney swept as often as needed.

4.3 The Property/ the Room

- 4.3.1 The Tenant will immediately notify the Landlord or Landlord's Agent in writing when the Tenant becomes aware of:
 - 4.3.1.1 any defect, damage or want of repair in the Property or the Room, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property, and forward copies of them without delay,
 - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 The Tenant will, when required, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 The Tenant will use the Property in the manner a responsible and conscientious tenant would.

- 4.3.4 The Tenant will clean the windows in the Room and common areas as often as necessary and in the last two weeks of the Tenancy.
- 4.3.5 The Tenant will not remove any of the Landlord's fixtures or fittings from the Property or, if applicable, store them in the cellar or outside the Property.
- 4.3.6 The Tenant will not exhibit or display any poster or Notice in the windows of the Room or the Property so as to be visible from outside the Property.
- 4.3.7 The Tenant will not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Room or the Property. Common causes of blockages for which the Tenant would be responsible would include, but not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies, sanitary towels, wet wipes, kitchen roll) down the toilet.
- 4.3.8 The Tenant will not assign, underlet or part with or share possession of the whole or any part of the Property or the Room without the prior written permission of the Landlord, such permission not to be unreasonably withheld.
- 4.3.9 The Tenant will not permit any visitor to stay in the Room or the Property for a period of more than three weeks within any three month period. If the tenant has a guest to stay for longer than this period or moves the guest into the property, they forfeit the right to have the full amount of their deposit returned.
- 4.3.10 The Tenant will permit the Landlord or the Landlord's Agents or others, after giving 24 hours (except in case of emergency when access shall be immediate) written Notice and at reasonable hours of the daytime, to enter the Property or the Room:
- 4.3.10.1 to view the state and condition and to execute repairs and other works upon the Property or other properties; or
- 4.3.10.2 to show prospective tenants of the Property or the Room at all times during the Term and to erect a board to indicate that the Property is for rent or sale; or
- 4.3.10.3 to show prospective tenants the Property or the Room, during the last 2 months of the Term and to erect a board to indicate that the Property the Room is available to let.
- 4.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter the Property or the Room, the Tenant agrees to them using their keys to gain access if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.12 The Tenant will not add any aerial, antenna or satellite dish to the building without the prior written consent of the Landlord or the Landlord's Agent.
- 4.3.13 The Tenant will not change the locks (or install additional locks) to any doors in the property, nor make additional keys for the locks without the Landlord's prior written consent (save for in an emergency when such consent will not be required). If such consent is given by the Landlord, the Tenant will change the locks at his own cost and supply a copy of keys for all new locks to the Landlord within 5 working days of the change of locks.
- 4.3.14 The Tenant will ensure that the Property and the Room is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 The Tenant will keep the Property and the Room at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 The Tenant will not block ventilators provided in the Property.
- 4.3.17 The Tenant will immediately report to the Landlord or the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 The Tenant will not use any gas appliance that has been declared unsafe by a statutorily approved contractor, or disconnected from the supply.
- 4.3.19 The Tenant will not keep, use or permit to be used any oil stove, paraffin heater, candles or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 The Tenant will be responsible for ensuring that any additional television used is correctly and continually licensed as noted in clause 4.1.7
- 4.3.21 The Tenant will not keep motorcycles, cycles or other similar machinery inside the Property or the Room except in any defined outside area or garage.
- 4.3.22 The Tenant will pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 The Tenant will pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.3.22.
- 4.3.24 The Tenant will perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any head lease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.

MKW

- 4.3.25 The Tenant will not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 The Tenant will not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property or the Room in such a way as to cause any damage.
- 4.3.27 The Tenant will not prop open or obstruct any fire doors in the Property or the Room except by any built in system that closes them in the event of a fire and not disable or interfere with any self closing mechanism.
- 4.3.28 The Tenant will not keep any animals or pets, domestic or otherwise at, in or on the Property or the Room.
- 4.3.29 The Tenant will not allow children to live in or occupy the Property or the Room.
- 4.3.30 The Tenant will 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.
- 4.3.31 The Tenant will not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

4.4 General

The Tenant will:

- 4.4.1 Not permit or suffer to be done on the Property or the Room anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors, invitees and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property or the Room between the hours of 10pm and 7am so as to be an audible nuisance outside the Property subject only to the design and construction limitations of the Property.
- 4.4.3 Not carry on any trade or profession upon the Property or the Room nor receive paying guests but use the Property only as a private residence for the occupancy of the Tenant
- 4.4.4 Not permit or suffer to be done on the Property or the Room anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property or the Room to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord's Agent on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as listed in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord or Landlord's Agent without delay.
- 4.4.9 Reside in the Property/the Room as his only or principal residence. Any change in residence status must be notified to the Landlord or Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.10 Not leave the Property or the Room vacant for more than 28 days without providing the Landlord or Landlord's Agent with reasonable notice.
- 4.4.11 Check the inventory and report any errors/deficiencies to the Landlord or the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days of it being issued.
- 4.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. If approval is given, the Tenant will provide the Landlord or the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.13 Not change the telephone number of the Property without the written permission of the Landlord or Landlords Agent.
- 4.4.14 Not alter the operation of or disable any smoke alarms.
- 4.4.15 Not disable or alter the operation or code of any burglar alarm.

MKW

- 4.4.16 Be responsible for maintenance of any burglar alarms and smoke alarms including checking any smoke alarms every week and replacing any non rechargeable batteries every year.
- 4.4.17 The Tenant agrees not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.
- 4.4.18 the landlord and tenant consent to the use of inventory and schedule of conditions as evidence in any dispute arising in connection with the deposit if the dispute is referred to an adjudicator according to the TDS in which the deposit is held.

4.5 Insurance

- 4.5.1 The Tenant will be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord will not be providing any insurance cover for the Tenant's possessions.

4.6 End of Tenancy

- 4.6.1 Return possession of the Room at the end of the Tenancy in the same good clean state and condition as it was at the beginning of the Tenancy. Should the Room not be in the same good clean state and condition as it was at the beginning of the Tenancy and shown by the inventory report the Tenant will be liable for the cost of repairing any damage caused to the Room or the Property together with the Landlord's costs and will pay the same within 10 days of receiving written demand from the Landlord or the Landlord's Agent. This will be taken from the Deposit for a professional clean and standard decorate to occur.
- 4.6.2 Return all keys to the Property to the Landlord or Landlord's Agent-by 12 noon on the last day of the Tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the Tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.
- 4.6.4 Leave the fixtures fittings, furniture and effects at the end of the Tenancy in the Room and places in which they were at the beginning of the Tenancy.
- 4.6.5 Remove all the Tenants rubbish from the Property.
- 4.6.6 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the Tenancy and another has to be scheduled.
- 4.6.7 The Landlord is not liable to compensate or reimburse the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.
- 4.6.8 If the Landlord allows the Tenant to remain in the Room after the Term has expired then the Tenancy shall continue as a contractual periodic Tenancy on a monthly basis. To end the periodic Tenancy, the tenant shall give the Landlord or Landlords Agent at least two months notice in writing or email. When the Tenant gives notice to leave, the Tenancy must end on the last day of a calendar month.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments, utilities, services and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this Tenancy). The Landlord shall pay all charges for gas, electricity, water, broadband, council tax and sewerage services (if the Property and common areas have these) used by the Tenant at the Property and the common areas
- 5.2 To allow the Tenant quiet enjoyment of the Property and the Room during the Tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.

- 5.4 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.5 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the Tenancy and another has to be scheduled.
- 5.6 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
 - (a) to keep in repair the structure and exterior of the Property (including drains, gutters and external pipes);
 - (b) to 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) to keep in repair and proper working order the installations in the Property for space heating and heating water.
- 5.7 The Landlord will not be responsible for blocked drains or pipes as specified in clause 4.3.7.
- 5.8 The Landlord or Landlord's Agent will choose a professional company to deal with blockages, repairs or faults. Costs associated with a blockage or repairs deemed to be the tenant's fault would be passed over in full as specified in clauses 4.1.14.
- 5.9 The Landlord will comply with all regulations from time to time in force
- 5.10 The Landlord may, entirely at its discretion, provide the Tenant with a membership to a tenant reward programme during the Term. The Landlord would be responsible for payment of any membership fee and the tenant reward programme will only be available to the Tenant whilst the Tenant is in occupation of the Room or the Property and the tenant membership programme will be terminated in the event of the Tenancy being terminated before the end of the Term. The tenant reward scheme may also be terminated upon late or non-payment of rent by the Tenant.

6 Tenancy Deposit Protection Prescribed Information

- 6.2 Please see the attached leaflet in the information pack from the scheme for further information. Information can also be found at www.depositprotection.com
- 6.3 The Deposit will only be repaid at the end of the Tenancy when the conditions in paragraph 1.8.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ADR service, or on the order of a court.
- 6.4 If either party is not contactable at the end of the Tenancy then the other party should contact the scheme provider for advice.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the Tenancy they may either apply to Tenancy Deposit Solutions Limited for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.
- 6.6 Tenancy Deposit Solutions Limited offer free dispute resolution for Deposits they cover. Please see their web site for details of how and when to apply.
- 6.7 The Deposit value is as per paragraph 1.8.1.
- 6.8 The address of the property is as per paragraph 1.5.
- 6.9 The contact details of the Landlord are as per paragraph 1.1.1.
- 6.10 The contact details of the Tenant are as per paragraph 1.1.2.
- 6.11 Information about any Relevant Person is in paragraph 1.1.3.
- 6.12 The reasons for possible deductions from the Deposit are listed in paragraph 1.8.4.
- 6.13 The Lead Tenant for this Tenancy is the first named in paragraph 1.1.2 The parties forming the Tenant, declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this Tenancy, subject to the terms of the appropriate tenancy deposit scheme.

7 Housing Benefit

- 7.1 The Tenant authorises the Local Authority to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.
- 7.2 If the Landlord so requires and the Housing Benefit rules allow it, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.

MKW

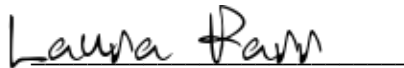
- 7.3 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the Landlord in respect of this Tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

The Landlord or the Landlord's Agent sign this Tenancy 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.

Sign by the Landlord or Landlord's Agent

NAME: Laura Parr, Bluestone Relocations

SIGNATURE



DATE: 11th June 2018

The tenant is advised to ensure they have read and understood this agreement and if necessary seek advice before signing it.

The Tenant signs this Tenancy 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 about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief;

Sign by the Tenant(s)

NAME: Meleri Wigley

SIGNATURE



DATE: 11th June 2018

Sign by the Guarantor(s)

NAME:

SIGNATURE

DATE: _____