

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date

Landlord(s)

Landlord's Agent Castle Homes Property Management Ltd

Gervase House, 111 – 113 Friar Gate, Derby. DE1 1EX

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s)

Property

The dwelling known as

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of **12 Months** commencing on

Rent £ per **Calendar Month**

Payment in advance by equal payments on the day of every **Month**

Deposit A deposit of £ is payable on signing this Agreement and It is protected by the following scheme

Deposit Protection Service www.depositprotection.com

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.

The Tenant agrees with the Landlord:

3. Rent & charges

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent
- (3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above
- (3.3) The Tenant agrees to have a valid contents insurance policy for the duration of the tenancy which will include £2000 cover for the Landlords carpets, curtains, light fittings, fixed glass, double glazing, baths, toilets & sanitary ware. The insurance policy must include accidental damage.
- (3.4) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses this charge will be 10% of the total cost of the required works.

4. Use of the Property

- (4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing
- (4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises
- (4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (4.6) Not to use the Property for any illegal or immoral purposes
- (4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

5. Repairs

- (5.1) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused
- (5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed
- (5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property
- (5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy
- (5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants (the tenant is responsible for supplying their own suitable gardening equipment)
- (5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, or a member of the Tenant's family or their guests
- (5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant
- (5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event, which causes damage to the Property
- (5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (5.10) To take all reasonable precautions to prevent damage by frost
- (5.11) In order to comply with the Gas Safety Regulations, it is necessary:
- (a) that the ventilators provided for this purpose in the Property should not be blocked
 - (b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent
- (5.12) Not to cause any blockage to the drains, pipes, sinks or baths
- (5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary
- (5.15) To clean the windows of the property as often as necessary and in the last two weeks of the tenancy

6. Other tenant responsibilities

- (6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (6.2) To pay the Landlord fully for any reasonable costs (including legal fees) or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice (minimum 24hours)
- (6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period (28 days), the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means the Landlord may take over the Property and re-let it
- (6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary

7. End of tenancy

- (7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy
- (7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

8. The Landlord agrees with the Tenant that:

- (8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
- (8.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. Subject to the condition that the Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not

- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
- (b) comply with the obligations set out in the agreement,

then the landlord may re-enter the Property and end the Tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations.

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE *(attach a separate sheet if necessary)*

Special conditions:

Rental payments are to be made by standing order.

The rental due will be reviewed annually on the tenancy anniversary and may be increased in line the Retail Price Index (RPI) at that time.

The Landlord has stipulated there is to be no smoking with in the property at any time

To end this agreement two months written notice will need to be given by either party via Castle Homes. Such notice may be given from the fourth month or any time after and must be given in conjunction with the rental due dates. If no notice is received this agreement will automatically become a periodic tenancy agreement upon its renewal date and all the condition's as set out above will remain in force.

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

SIGNED by the TENANT(S) :-

Lead Tenant.....

2nd Tenant.....

3rd Tenant.....

4th Tenant.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature