**Tenancy Agreement**

**Assured short term tenancy agreement-under part 1 of the housing act 1988 as amended under part 111 of the housing act 1996**

**Landlord: PM ROBINSON/K ROBINSON/C ROBINSON/K ROBINSON/CLAREGRANGE LTD**

**Landlords Address: c/o Waltham Hall, Melton Rd. Waltham o/t Wolds. Melton. LE14 4AJ**

**Contact Number: 07929 269424, Email: claregrange\_nl@yahoo.co.uk**

**Tenants Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**And\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Address of the Premises\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Term of this AST: For a fixed period of 6 Months**

**Commencing On\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Finishing On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless otherwise notified**

**This AST Tenancy will expire on the \_\_\_\_\_\_\_\_\_\_\_\_\_ (the last day of the 6th month).**

**You will be notified on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the last day of the 5th month) by telephone, text, email or letter of a contract termination, renewal of AST or commencement a periodic tenancy. Where the tenancy becomes periodic one month’s notice required from tenant; two month’s notice is required from landlord only to be given on the last day of a period.**

**The Deposit\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (as protected by the DPS)**

**The Rent\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_per calendar month**

**The Rent listed above is payable in advance of the month on the**

**\_\_\_\_\_\_\_\_\_\_ of each month into the account of**

**CLAREGRANGE NOTTINGHAM LETTINGS CLIENT ACCOUNT**

**Bank: ALLIED IRISH**

**Address: Park View House, 58 The Rope Walk, Nottingham. NG1 5DW**

**Sort Code 23 84 83 Account Number 01373192 ref:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**You are obliged to notify CLAREGRANGE NOTTINGHAM LETTINGS LTD**

**Immediately on 07929 269424 OR IN WRITING**

**if payment is likely to be delayed or if the method of payment is**

**likely to alter.**

**A separate inventory is to be prepared for the property and agreed**

**at the beginning and checked at the end of the tenancy. The condition**

**of the property will also be agreed at the beginning and end of the**

**tenancy and in signing this tenancy agreement you as the tenant undertake to present the property you have rented back to the landlord at the end of the tenancy in the condition that it was presented in at the start of the tenancy less any reasonable wear and tear.**

**General Terms**

The landlord is the owner of the property and shall be assumed to be the person entitled to possession if the tenancy fails or ends or has to be ended. The landlord retains rights to the property and is entitled to authorise any such person he instructs including the agent or any maintenance person of choice to attend the property in an emergency or should any reasonable cause arise with short or no notice.

The tenant is the person stated deriving the position of tenant.

Where there is more than an individual person as a tenant their obligations and liabilities under this agreement are joint and individual. The tenant is obliged to live as a fair and good tenant at all times.\* It should be noted that the landlord’s responsibilities and liabilities only extend to the resident(s) of the property and or any such person who is known to be living at the property in addition to the named tenant ie children or partners (and should be listed on the council tax schedule for the property) or listed on tenancy agreement. The landlord extends no liability to any such person on the premises who has not sought authority. Any such person found on the premises will be reported and removed.

The ‘premises’ are including any inside or outside space, rooms, corridors, loft spaces or basements, and may include, car park, garden, balcony, garage, under cover parking and grounds within the properties boundary. The premises also encompass any stairs, stairwells, lifts or ladders.

**This agreement is intended to create an assured short hold tenancy agreement in accordance with section 19a of the housing act 1988, as inserted by section 96 of the housing act 1996.**

**The recovery of the premises and possession of the premises by the landlord contained within section 21 of the housing act 1988 as amended by section 98 and 99 of the housing act apply. In addition the landlord retains the right to commence recovery of the property should the tenant fail to pay the agreed rent at the time it is due.**

**The tenant should note that if the property is abused or used for any other purpose than for standard habitation by way of private rental the tenant assumes the risk of the tenancy becoming void. Any illegal, immoral or improper activity including the use, cultivation or selling of any narcotics or drugs is strictly prohibited and will be reported to the police and shall become grounds for the immediate recovery of the property on the grounds of breaking the law and breaching the grounds of the tenancy agreement.**

This agreement is for the letting of a dwelling which is either unfurnished or has been furnished in accordance with the inventory completed for the property. This property will unless otherwise advised by provided with a washing machine, fridge and cooker. These must be used appropriately and kept in good working order. The property will be carpeted and cleaned throughout. The property shall be returned in as good a state as it is provided.

Should the tenant responsible for meeting the rent qualify or become qualifiable for housing benefit payments, then arrangements should be immediately made for the payment of rent to be paid directly to CLAREGRANGE NOTTINGHAM LETTINGS LTD CLIENT ACCOUNT. The same applies if the tenant should come to rely on Council funding for their housing costs. Failure to do so may result in the process of recovery of the property being activated.

The tenant will be liable to reimburse the Landlord or the Agent of the landlord any sums of money the landlord is required to pay back to The Local Authority for Housing Benefit which has been paid to the Landlord but shown subsequently to of been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant. Any person defaulting on rent whilst still claiming housing benefit which is not used for the means which it is meant will be reported to the authorities and their tenancy will be voided with 14 day’s notice at any point in the period.

This agreement shall take effect subject to the provision of section 11 of the Landlord and Tenant Act 1985, where applicable to the tenancy. This makes provision for the landlord to gain entry to repair the structure and exterior of the premises and installations at the premises.

Where parking facilities including garages or parking spaces are provided the tenants will adhere to the following without exception: One parking space is given per household, unless otherwise instructed, where necessary the road or guest spaces should be used for additional residents’ parking.

Parking is only for a vehicle registered to the tenant, especially where it is intended for the vehicle to be parked on a permanent basis. At no time should any resident be prevented from parking their vehicle in a single space by another resident, nor should any trade be permitted or carried out from either the car park or any garage provided. Under no circumstances should a car(s) be worked on in the car-park other than in the case of an emergency.

Any vehicles left in the car park without the landlords permission will be removed. Further more, any vehicles parked without tax or and MOT will be reported to the Police and the DVLA. Under no circumstances should vehicles (inc vans, caravans, motorbikes, boats etc) repaired or stored on the premises.

Where the premises includes any other part of a building including: common areas, shared access, stairwells, parking areas, hallways and other shared facilities, the tenant will have access in common with others, respecting other tenants and keeping these areas free of litter and mess. It is the duty of the tenant to report any faults or concerns to the agent within 48 hours.

The deposit will be protected by the Deposit Protection Service in accordance with the terms and conditions of the Deposit Protection Service. The terms and conditions of the conditions can be found at [www.depositprotection.com](http://www.depositprotection.com).

You will receive confirmation from the DPS once your deposit is recorded. It is your responsibility to keep this code safe and supply it on demand to the agent at the end of the tenancy.

The deposit is NOT to be used by the tenant as, or, towards the final months rental payment. The deposit will be returned to the tenant (without interest and less any deductions) within 28 days of the termination of the tenancy (and the vacation of the property) provided the property is left in suitable condition and that the final months rent is paid. Should either of these two or both occur them the amount will be deducted from the deposit accordingly.

Where the rent, any part of it, or any other sum due from the tenant under this agreement, is in arrears of 14 days or more, whether it has been demanded or not, or where there are any other breaches of obligation on the part of the tenant, the landlord may enter the property, or any part there-of, and the tenancy will be determined without prejudice to any other rights and the process to recover the property will commence. Where the property has been abandoned or there is good reason to believe the property has been abandoned without the return of the keys the recovery of the property will be immediate.

The rent is required on time whether is it demanded or not and where the rent is paid by the council or other separate body if it is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility the tenant becomes responsible for payment of rent and must reimburse the Landlord for any sums owing.

Where rental arrears occur or where any other sum is due from the tenant, the outstanding sum shall be subject to interest from the date when the amount became due until the date of payment, at 5% above Base Rate.

The tenant will pay the rent in the manner and at the time specified within this agreement. Should the tenant fall into 8 weeks of arrears the property shall be surrendered with 14 days notice which will be issued by the landlord or the agent.

The property pertaining to this agreement will be used by the tenant, guests and visitors, in an appropriate way, it is not for use that is improper, immoral or illegal events or activity. Failure to adhere to this will result in any tenancy being immediately suspended and steps to recover the property will begin.

Neither the tenant, their guests or visitors will cause any damage to the premises, suffer any injury or cause anyone else to suffer injury as a result of abusing or using the equipment within the premises including grounds and service areas. The landlord has no obligation to tenant’s guests, visitors or workers/contractors working within the premises in any way or form. The tenant will be held responsible for any guests or visitors who cause offence, nuisance, noise or disruption within the premises. Any person found causing any such disruption will be immediately asked to vacate the property and be declined permission to return to the property. Any costs or losses will become payable by the tenant and the tenant will be given a warning notice.

The tenant shall not grant permission to a third party to inhabit the property without express permission from the Landlord. The property shall not be sublet nor should any person stay at the property for any given time where the tenant is not present.

Without exception tenants behaviour within the property, the property’s grounds and towards other tenants in general should not cause offence, nuisance, noise or disruption. Any tenant engaging in anti-social behaviour will receive a warning notice. It is expected that any social noise eg a party etc should still be respectful of the tenants nearby. Any behaviour giving rise to a complaint will receive a warning notice. Noise of any sort after 11pm is unacceptable and will incur a warning notice. In general terms there should be quiet after 10pm at night. After midnight any activity in communal areas should be conducted quietly and without delay in order to avoid disturbance. The used of lifts should be avoided between midnight and 7am to avoid creating unnecessary noise in the building.

Equipment used by or installed by the tenant within the premises is at the tenants own risk. The tenant will not bring to or use any equipment on the premise that may cause a hazard or present a danger to themselves, the property or other tenants. The tenant is responsible to reimburse to the landlord and if necessary neighbouring tenants in the event of any loss or damage which is caused as a result of the use of the aforementioned equipment owned, installed or used by the tenant.

In signing this agreement the tenant undertakes to adequately insure their contents to an appropriate amount required to cover any loss. The landlord provides no cover for the loss or damage incurred to personal effects within the premises. This includes equipment, vehicles and personal effects.

The property pertaining to this agreement will be preserved by the tenant and after the tenancy has ended the property will be given over to the landlord in the same condition less any reasonable wear and tear.

It is the tenants duty to correctly heat, ventilate and clean the property during the course of the tenancy. It is expected that the property is kept clean by the tenant and any traces of mould, infestation or decay should be acted upon immediately by the tenant. Mould should be wiped from surfaces, mildew should be removed and food should be stored correctly so as not to encourage pests or infestation. The vents on windows should be kept open at all times and curtains drawn back during the day or blinds opened. The landlord actively discourages the drying of clothes in the property however, if a tenant does choose to dry clothes they should ventilate and heat the room as appropriate. The tenant assumes full responsibility for any mould or mildew that arises when they dry clothes within their property.

The tenant is obliged to heat their property when necessary, to avoid the risk of frost damage or from the risk of mildew or mould developing as a result of failing to heat and ventilate the property. Tenants are strictly forbidden from using gas bottle or halogen heaters in the property for health and safety reasons.

The tenancy will be terminated if the property is put at risk of fire or damage which is deemed to be beyond reasonable control and liable to effect the landlords insurance.

NO trades or professions are to be carried out at the property. The tenant should seek appropriate permission from the landlord or agent for any work being done at the property by a third party before the work begins. The landlord offers no contractors cover, insurance or indemnity for any workers on site. Any damage incurred as a result of work done at or to a property without authority will be charged to the tenant. The landlord may instruct the property to be returned to its previous state at the cost of the tenant.

Neither the tenant or others associated with the tenant will cause any event which may void or cause the increase of the premium of the landlords or any other relevant insurance policies. This statement is all encompassing and refers to any part or use of the property or the equipment contained therein. The tenants will not smoke within the property or use any such flammable items which may present a flame or fire risk to the premises. Anyone found to be putting the premises, other tenants or the credibility of the landlord at risk will be given 14days notice in which to leave.

Without express permission from the landlord, it will not be acceptable for

a) pictures, paintings, posters or the like to be attached to the walls of the premises

b) place signs, notices, advertisements or the like to be displayed at the property

c) items included in the inventory or fixtures or fittings to be removed from the property

d) any change of decoration, furnishings or structure to occur at the property.

Without exception it will not be acceptable for pets to be kept at the property. If permission to keep pets is granted it can be cancelled at any time and with immediate effect by the landlord.

It is the tenants responsibility for cleaning, day to day maintenance, and to keep the baths, sinks, toilets, drains and gutters free of obstructions, its is also the tenants responsibility to check and make secure the attachments of any washing machine or similar device. Failure to perform this task may result in water damage to the property or neighbouring properties. Should this occur the tenant will be charged for the cost of repairing or making good any damage incurred in the property or neighbouring properties.

The tenant is responsible for the:

a) maintenance of the gardens (where the property has its own private garden)

b) electrical appliances both own and those left in the property as part of the inventory

c) keeping the interior of the property in a good state of repair, decoration and condition

d) cleaning the carpets, curtains and furnishings at the property regularly

e) cleaning of the windows and if broken by the tenant, immediately replacing with an adequate and similar glass replacement

f) heating and lighting the property and replacing broken lightbulbs with exact replacements

It is the tenants responsibility to inform the relevant authorities and for the payment of bills relating to the property for the supply of consumption of any services to the property. The tenant is responsible for maintaining these supplies and not to do anything which may cause any disconnection of any supplies eg gas, electric, water etc, should disconnection occur the tenant becomes liable for the cost of reconnection of the service to the property.

The tenant is also requested not to change providers of any of the services to the property. Should this unavoidably occur, the tenant must notify the landlord in writing of any changes of the provider giving name, address and contact number of the provider, the service provided, any relevant references and the name of the person in which the service provided is given in. Likewise, it is the tenants duty to inform and be responsible for paying (under his/her obligations ‘under local government finance act 1992’) the council tax or any other similar levy.

The tenant will allow the landlord or his agent, access to the premises to inspect the premises and its condition at various points during tenancy. Where possible Notification will be given of any requirement to gain access no less than 48hrs before access is required, unless under emergency conditions where access is given with immediate effect. Where access is required to carry out any works, the landlord will aim to provide 24 hours’ notice. Whilst the landlord endeavours to work around tenants and undertake to make appointments with tenants, the landlord reserves the right to instruct workers to enter and commence work between (8am and 5.30pm) as necessary.

Periodic inspections of the property will take place and suitable notice will be given of no less than 48 hours in advance of the inspection. During inspections it may be necessary to record written information relating to the house and if required photographic information will be taken.

Where incident of damage, disrepair or defect occurs at the property it is the tenant’s responsibility to report the defect within 24 hours of the defect, damage or disrepair occurring in order that it can be rectified. Failure to notify the landlord of any such defect will render the tenant responsible for the cost of repair, replacement and or rectification of the subject. Should the damage, disrepair or defect believe to be the responsibility of the tenant either through mis-use or abuse the tenant will be invoiced for the cost of parts and labour.

The tenant is responsible for removing, unblocking and clearing any blockages or stoppages that occur in the sink, basin or toilet of the property as a result of failure to unblock hair/matter/wipes/food or nappies from their sanitary where. If the issue is reported without first attempting to clear the blockage and where the tenant is shown to be responsible for any blockage, stoppage or leak occurring, they will be required to pay for the removal, clearing and rectification of the system.

Where the tenant, guest or visitor has clearly broken, damaged or caused any such damage to the property, its fixtures, fittings or surrounding, or indeed any such incident occurs which effects a neighbouring property the tenant will be liable to pay the cost of making good, repairing or covering the cost to replace any such item that has been effected by the actions of the tenant where ever it may be in the property or building.

Any unnecessary call outs will incur a call out charge of £40.00 payable within 1 month.

The tenant is responsible for appropriate handling of waste, rubbish and disposal of self generated refuse on a regular basis. Any such items that are shown to have been dumped, dis-guarded or abandoned by the tenant will be billed for the removal, disposal or handling of said dis-guarded article/s. Where bins, refuse receptacles and grounds are requiring attention, be it from the council, refuse collectors or landlord it is the tenants responsibility to alert the appropriate party to this. Failure to do so will refer the responsibility of disposing of the articles back to the tenant.

It is the tenant’s responsibility to ensure that the property is adequately ventilated and heated at all times of the year. It is the tenant’s responsibility to report the breakdown of the heating system or any heating equipment that has been installed by the landlord at the property. Clothes should not be dried within the property and bathroom doors should be kept closed during shower and/or bath-time to avoid condensation building up around the property. Double glazed windows should be kept on air-lock at all opportunities. Extractor fans in kitchens and bathrooms should be kept in operation to aid and assist with ventilating the property.

Where infestation, mould, growths or damage occurs to or around the property that is thought to have occurred or be proven to be the responsibility of the failure of the tenant to maintain good housekeeping, sanitation and or disposal of refuse the tenant will become responsible for the cost of making good the property and or its grounds after such activity has occurred.

Tenants are instructed not to smoke in the property. Tenants are requested not to drink alcohol in or around the grounds of the property. The use of drugs in the property, in the grounds of the property or in communal areas linked to the property is strictly forbidden, as is the act of dealing or trading drugs. Tenants or guests of tenants found to be taking or dealing drugs within the property will receive notice to quit and the matter WILL be reported to the police.

The landlord reserves the right to gain access to the property without notice if there is any reason to suspect that any improper activity may be taking place at the property. The landlord also reserves the right to make access to the property if there is any suspicion of a breach of tenancy which may result in the landlords insurance being voided. Should either of the above occur the landlord and agent will take steps to terminate the tenancy and recover the property.

Whenever the property is left unattended, it is the tenant’s duty to insure the security of the property and to lock all locks at the premises. For extended periods of absence the agent should be notified of a leave and return date. If the tenant fails to notify the agent or landlord regarding any period of empty the landlord will take no responsibility for any defects which may occur during this time, or for failing to notify the tenant if access has to be made to the property for whatever reason.

The landlord agrees that subject to the client paying the rent and observing and performing the obligations as part of the tenancy that the client should enjoy quiet possession of the property and enjoy the premises without any undue interruption from the landlord or his representatives.

The landlord is responsible for the services and the maintenance of the services. Gas appliances will be annually certified by a GAS-SAFE registered technician in accordance with the Gas Safety Regulations 1994.

The Landlord is responsible for ensuring that any furniture supplied by the landlord complies with the Furniture and Furnishings Fire Safety Regulations 1988, which is subject to further additions or amendments.

Services and fixtures and fittings are expected not to be abused by the tenant or tampered with. If it is without reasonable doubt that the tenant has abused any part of the property, including fixtures, fittings, services, etc, the cost of the repair will be billed to the tenant and settled before the end of the tenancy.

The landlord is responsible for protecting the property for the benefit of the tenant in order to allow the tenant to exist at the property as agreed, however, it is the tenants obligation to meet all outgoings that are the tenant responsibility.

It is the landlords responsibility to return to the tenant any portion of the rent paid for the period where the premises can not be inhabited by fire or other risk where the landlords insurance has effected.

The landlord confirms that the necessary permission to rent this property has been gained (ie from, lenders, insurers, banks etc)

From Feb 1st 2016 the agent is responsible for checking the tenants and all other residents right to rent. Please provide all necessary documents as requested at your earliest convenience. Please note we can not proceed on any tenancies without making these necessary checks by law.

**At the end of the tenancy, following notice being given by either party:**

Any notifications relating to the property and or the tenancy are to be received or given in writing, particularly where the termination, amendment or alteration of a contract is to be effected, likewise, any material concerns should be put in writing in order that they can be effected accordingly. The landlord reserves the right to increase the rent on an annual basis. The landlord will exercise the right to increase the rent within a fixed period of an AST with notice of 1 month.

Access to the property may be required to show prospective clients around the property during the course of the last 28 days of the tenancy. Where ever possible, reasonable notice will be given.

The tenant will clear all his or her or their personal effects and rubbish form the property and premises on or before the end of the tenancy or else for-fit their entire deposit.

The tenant will return the premises to the landlord at the end of the tenancy in the same condition and state of repair as at the commencement of the tenancy. Reasonable wear and tear and accidental damage is considered to be expected, however any additional costs bought as a result of tenants abuse or mis-use of the property will be deducted from the deposit.

All sets of keys and parking fobs will be returned at the end of the tenancy.

The provision of section 196 of the Law of Property Act 1925, as amended by the recorded Delivery Service Act 1926 relating to the service of notices, apply to any notice authorised or required to be served under this Agreement or any Statutory provision relating to the tenancy.

**Section 48 of the Landlord and Tenant Act 1987:**

The address for serving notices to the landlord, including Notice in Proceedings accordance with the above Act 1987, is:

Claregrange Nottingham Lettings LTD

Aslockton Hall

New Lane

Aslockton

Nottingham

NG13 9AH

TERMS AND CONDITIONS:

The tenant will pay the rent at the times and to the account required without any delay what-so –ever, the client will not off-set any costs that they believe they have incurred relating to the property, negotiations relating to the house are to be kept separate from the rent. It is the tenant’s duty to settle all costs relating to bills incurred for services at the property. The property shall be kept in good order by the tenant and not damage it. No alterations shall be made to the property. No pets will be kept at the property. The property shall not be sub-let to any other party other than those listed in the tenancy agreement.

The Landlord hereby agrees to let the premises and the tenant hereby agreed to take the premises for the, period and in accordance with the conditions stated within this agreement.

**Signed by the Landlord or on their behalf**

Signed by the Agent\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date\_\_\_\_\_\_\_\_\_\_\_

Signed by the Tenant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date\_\_\_\_\_\_\_\_\_\_\_

Signed by the Tenant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date\_\_\_\_\_\_\_\_\_\_\_

Signed by the Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date\_\_\_\_\_\_\_\_\_\_