

# 3F ACCOMMODATIONS

34A DEACON STREET LEICESTER LE27EF

## TENANCY AGREEMENT

The Tenant also agrees to pay the landlord on signature of this agreement a deposit of £250.00 as security against the failure of the Tenant or Tenants to make good on demand by the Landlord and at the Tenant's expense any damage by the Tenant to the property or to any fixtures, fittings, furnishings, and effects and as security against any expense or other nuisance occasioned to the Landlord by the failure of the Tenant to behave in a Tenant like manner or to observe the terms and conditions of this Agreement. As soon as is reasonably practicable, and no later than one month following the termination of the tenancy (howsoever the same may be determined) the Landlord will refund the deposit excepting that part retained (and accounted for to the Tenant) as the Landlord shall deem necessary to enable the Landlord as at that date of such determination to make good any breach or non-compliance by the Tenant with his/her obligations under the terms and conditions of this Agreement. If the deposit shall be insufficient for the purpose of the aforesaid the Tenant shall pay to the Landlord forthwith on demand such further sum as shall, and demonstrated by the Landlord, be required for such purposes. This agreement create an Assured Shorthold Tenancy under section 20 of the Housing Act 1988 as amended by the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in Section 21 thereof accordingly apply.

### ***THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:***

To pay the rents by due dates in the manner aforesaid.

3.2 To pay the rent due cash provide the first due payment by cheque, with subsequent due payments made by postdated cheques made payable to 3f Accommodations with all payments underwritten by a parental or guardian guarantor.

3.3 If any rent or other money payable by the Tenant to the Landlord under the provision hereof shall not be paid by the due date as specified in clause 2, the same shall be payable with interest at the rate of the Lloyds TSB Bank Plc. For the time being in force calculated on a day to day basis from the due date upon which they became due, to the date of payment.

3.4 Cheque or Direct Debit payments from the Tenant which are presented and not paid by the Tenants bank cause the Landlord to incur charges. The amount of such costs ("The Surcharge") is £20.00 per unpaid cheque or Direct Debit and the Tenant shall pay the Landlord this amount each time a cheque or Direct Debit is presented and not paid by the bank. Where payment is not received within fourteen days of the due date and the Landlords Agent has course to write formally to the Tenant regarding the unpaid rent, a charge of £5 per letter will be made. This sum will be added to the outstanding rent and will be payable on demand.

3.5 If the property is permanently vacated by the Tenant at the Tenant's own request before the last day of term, the Tenant remains liable to pay the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full term. Alternatively the Tenant may surrender this tenancy only upon finding a replacement

Tenant acceptable by the Landlord and willing to take the tenancy if the property without interruption, upon the terms contained therein.

3.6 To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act. To indemnify the Landlord in respect of any Council Tax, which (during the tenancy) the Landlord becomes obliged to pay that Act or those regulations because the Tenant ceases to live in the property.

3.7 To use electricity, gas and water within the property in accordance with the Tenant's occupation as a private dwelling house. An allowance for energy is included in the rental payment; this allowance will enable the Tenant to utilize the property and its fittings reasonably within the term. The Landlord reserves the right to charge the Tenant over and above this allowance where usage is deemed to be exceptionally unreasonable.

3.8 Not to assign, underlet, charge or part with or share possession or occupation of the property or any part thereof.

3.9 To use the property as a private dwelling house only. This means the Tenant must not carry on any professional, trade or business at the property and must not allow anyone else to do so.

3.10 Not to use or keep any illegal drugs on the property nor use the property for any illegal or immoral purpose.

3.11 Not to do or permit or suffer upon the property or any part thereof any sale or auction or any illegal; or immoral act or thing which may cause nuisance or annoyance or cause damage to the Landlord or the occupiers of annoyance or cause damage to the Landlord or the occupiers of any part of the property or of any adjoining or neighboring premises, or which may render any increased or extra premium for the property or make void any policy for such insurance.

3.12 Not to damage, injure or make any alterations or additions to the property, the fixtures, fittings, furnishings or effects therein.

3.13 To preserve the fixtures, fittings, furnishings and effects in the property from being destroyed or damaged and not part with possession of or remove any of them from the property and not to bring any of the Tenant's own fixtures, fittings, furnishings into the property without the Landlord's prior consent in writing.

3.14 To keep the property in a clean and tidy condition during the tenancy period, including external areas where these directly adjoin the property.

3.15 To leave the fixtures, fittings, furnishings and effects at the expiry of the tenancy in the same places in which they were at the commencement of the tenancy. To yield up to the property at the expiry of the tenancy with all fixtures, fittings, furnishings and effects in the same clean state and condition as they were at commencement of the tenancy (reasonable wear and tear excepted)

3.16 To inspect the property on or before the first day of the tenancy and agree the condition of the property by signing and returning an inventory record for the property.

3.17 Not to alter or install any locks on any doors or windows in or about the property or have any additional keys made for the locks without prior consent of the Landlord.

In the event of the keys of the property being lost by the Tenant or by any party on behalf of the Tenant, the Tenant shall be liable for the cost of replacing the locks to the property including costs for the supply of replacement keys for the same to the Landlord, the Landlord's Agents and other residents if the building (if appropriate).

3.18 To keep wall decorations in good order and not to permit or suffer upon the property of Blu Tac or tape or any other adhesive substances on such surfaces. The Tenant shall be held responsible for the cost of redecoration where such damage is deemed to have caused by the Tenant.

3.19 Not to interfere with the external or internal decorations or painting of the property.

3.20 Not to allow into the drainage system any items or substances that may cause it to become blocked.

3.21 Not to take into, use or keep in the property, any heater or like object which requires paraffin or other flammable liquid or gaseous.

3.22 Not to keep or permit to be kept any petrol or other inflammable substances in or about the property.

3.23 Not to keep any bird, animal or other living creature within the property.

3.24 Not to exhibit or place any notice, sign or advertisement so as to be visible from outside the property.

3.25 Where any television or other apparatus capable of receiving a television signal (whether provided by the landlord or by the tenant) is used within the premise, it is the tenant's responsibility to acquire the necessary license which is applicable for the appliance. Where the appliance is provided by the Landlord and located in the communal area of the accommodation, all tenants of the flat are jointly responsible for the acquisition of an appropriate television license.

3.26 To provide adequate insurance to cover all losses due to theft, fire, accidental damage or other risks to the Landlord's fixtures, fittings, furnishings and effects which occur during the term of the Tenancy Agreement. The Tenant is also expected to provide themselves with adequate insurance for personal possessions and effects, accepting that the Landlord has no liability whatsoever for the same.

3.27 When entering or leaving the property the Tenant will be responsible for ensuring that all locks, bolts and other fittings designed to maintain the security of the property are used as intended. The Tenant will also be responsible for their guests and visitors to the property in respect of the same.

3.28 The Tenant will report immediately to the Landlord, any property repairs that are necessary, and shall permit the Landlord to enter the property to undertake works associated with completing repair.

3.29 To allow the Landlord or persons working on behalf of the Landlord to enter the property at reasonable times of the day to inspect its conditions and state of repairs.

3.30 To allow the Landlord or persons working on behalf of the Landlord or prospective occupiers at reasonable times in the day, if the Landlord or persons working on behalf of the Landlord have given 24 hours notice prior to the Tenant.

3.31 If the Landlord or the Landlords Agent gives the Tenant any notice of failure to undertake repairs required by this Tenancy Agreement or to undertake any remedial work to keep the property in a clean and safe condition, the work must be completed as required by the notice. Where this does not happen, the Landlord or persons acting on their behalf are entitled to enter the property to undertake the work, the cost of which will be charged to the Tenant and payment is expected on demand.

3.32 To hand over to the Landlord or clearly identified persons working on behalf of the Landlord by 12 noon on the last day of the tenancy whether on its expiration or sooner determination all keys to the property.

3.33 To undertake the tenancy with due regard for safe practices so as not to cause undue risk of damage to the property or its neighbors. The use of candles, incense, incense burners & chip pans are expressly prohibited.

3.34 To pay the Landlord on demand on a full indemnity basis any legal or professional costs incurred by the Landlord in the determination of this Agreement and any legal proceedings arising by breach of the Tenant. If there shall be such a breach by the Tenant of any obligation hereunder then the Landlord may re-enter upon the property and determine the tenancy without prejudice to the other rights and remedies of the Landlord.

3.35 To pay the costs (including solicitor's costs and surveyors fees) incurred by the Landlord in connection with any notice served under section 146 or 147 of the Law of the Property Act 1925 requiring the Tenant to remedy a breach of covenant notwithstanding forfeiture may be avoided otherwise than by relief granted by the court.

*PROVIDED THAT and IT IS AGREED AS FOLLOWS:*

- a) If the rent or any installments or part thereof shall have been in arrears or unpaid for at least 10 days after the same shall have become due (whether legally demand or not) or
- b) In the event of the breach of any other covenants on the part of the Tenant herein contained or implied or
- c) If the Tenant shall become bankrupt or the Tenant shall enter into any composition with his/her creditors or suffer any distress on his goods in the property; The Landlord may re-enter the property or part thereof in the name of the whole and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights or remedies of the Landlord for the antecedent breach.

5. This agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to tenancy.

6. The Landlord hereby agrees with the Tenant that the Tenant paying rent and performing all the agreements by the Tenant herein contained may quietly possess and enjoy the property during the term of the tenancy without any unlawful interruption from the Landlord or persons acting on behalf on Landlord, excepting those procedures referred to herein.

7. If the property is subject to a mortgage granted before the beginning of the tenancy, the provisions for the recovery of possession by a mortgagee in ground 2 of schedule 2 of the Housing Act '88 apply.
8. If the property burns down or the Tenant cannot live in it because of fire damage, the rent will cease to payable until the property is rebuilt or repaired so that the Tenant can live there again.

Any disputes about whether this clause applies must be submitted to arbitration under Part 1 of the Arbitration Act '96.

**As Witness** the hands of the parties hereto the day and year first written above.

**Date:**        /        /

**Signed** (on behalf of the Landlord) \_\_\_\_\_

**Tenant** \_\_\_\_\_

**Tenant Details**

Name:

Home Address:

Home Tel. (Inc STD)

Mobile Tel

Email

**Guarantor**

As guarantor, I agree to underwrite the costs associated with this agreement, should the Tenant fail to meet due demands.

Guarantor (Signature) \_\_\_\_\_

Name (In capital letters) \_\_\_\_\_

Relationship to Tenant (e.g. father, mother, guardian)

Home Address:

Home Tel. (Inc STD)

Mobile Tel.

Email Address