

AGREEMENT

Assured Shorthold Tenancy – Under Part I of the Housing Act 1988 As amended under Part III of the Housing Act 1996

Landlord: Keith E Roberts
Sheena A Roberts

Tenant: Emma Herlihy

Premises: The dwelling-house described as:

Situated at and being: First/Second Floor Flat, 24 Lake Road, Hoylake Wirral CH47 2BX

Together with its fixtures and fittings and also the items in the inventory (if any).

Term: For a fixed period of: six months

Commencing On: 7th October 2009

Rent: £475 (four hundred and seventy five pounds) p.c.m.
Payable every 7th by equal payments in advance
First payment due on 7th October and calendar monthly
thereafter on the same day in each calendar month by standing order

Deposit: £475.00 held in insurance backed scheme by Tenancy Deposit Solutions

Landlord's Agent (if any):

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Generally

1. This agreement is for the letting of a dwelling which is either unfurnished or has been furnished in accordance with the inventory signed between the parties.
2. This agreement is intended to create an Assured Shorthold Tenancy in accordance with Section 19A of the Housing Act 1988, as inserted by Section 96 of the Housing Act 1996.
3. The provisions for recovery of possession of the premises, by the Landlord, contained in Section 21 of the Housing Act 1988 as amended by Sections 98 and 99 of the 1996 Housing Act apply.
4. This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this tenancy. This makes provision for the landlord to repair the structure and exterior of the premises and certain installations in the premises.
5. The landlord is the person or persons stated, or any person entitled to possession if the tenancy were to end.
6. The tenant is the person or persons stated, or any person deriving title under the tenant.
7. Where either party is two or more people, their obligations and liabilities, under this agreement are joint and individual. Where his or he appears read his/her or he/she.
8. The premises are the dwelling stated, together with any outside space or garden, and, where applicable, the landlords fixtures and fittings in the premises or as stated in the inventory (if any).

Head Lease

9. Where the landlord's interest is derived from another lease, the head lease, the tenant will observe the restrictions in the head lease applicable to the premises. In this case the premises will be subject to the reservations and rights of entry stated in that head lease.

Communal areas

10. Where the premises are only part of a building, the tenant will have access (in common with others) to appropriate access ways and hallways or other shared facilities, but only to the extent that the landlord can lawfully grant the same.

Deposit

11. The deposit as specified shall be paid by the tenant on the signing of this agreement and is to be held by an approved tenancy deposit scheme for the duration of the tenancy as security against the tenant's failure to pay the rent or non performance of his obligations laid down within this agreement. This includes any breach by the tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys.
12. The deposit is not to be used by the tenant towards the final rent payment. The deposit will be returned to the tenant (without interest and less any relevant deductions) within 14 days of the termination of the tenancy and the vacation of the premises. Where there is more than one right to make a deduction, the landlord has the right to appropriate the deposit as he sees fit.

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Forfeiture

13. Where the rent, any part of it, or any other sum due from the tenant under this agreement, is in arrears of fourteen days or more after it has become due (whether legally demanded or not), or where there is a breach of any of the obligations on the part of the tenant, the landlord may re-enter the premises (or any part thereof) and the tenancy will immediately be determined without prejudice to any other rights and remedies of the landlord. This is subject to any statutory restrictions on the landlord's power to do so. A court order will be required if anyone is residing at the premises.

Interest on payments in arrears

14. Where the rent or any other sum due from the tenant, under this agreement, is in arrears (whether legally demanded or not), the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at 4% above the prevailing base rate of Barclays Bank Plc.

Rent

15. The tenant will pay the rent in the manner at all the times specified within this agreement.

Misuse

16. The tenant will use the premises in a tenant like manner only as a private dwelling house and will not (nor allow others to) use it for any improper, immoral or illegal purposes.

Damages

17. The tenant will not (nor allow others to) cause any damage or injury to the premises, but will preserve the premises in the same condition that they were given over to the tenant, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.

Noise and nuisance

18. The tenant will not (nor allow others to) cause annoyance or disturbance to the landlord, other tenants or any neighbours.

Trades

19. The tenant will not (nor allow others to) carry out any profession, trade or other business on the premises.

Insurance

20. The tenant will not (nor allow others to) do anything which may make void (or increase the premium of) any relevant insurance policy.

Assignment, subletting and sharing

21. The tenant will not (nor allow others to) assign, sublet, part with possession of the premises in any way or receive paying guests on the premises.

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Alteration of premises

22. Without the express written permission of the landlord, the tenant will not (nor allow others to), place or attach any pictures, paintings, posters or the like on the interior of the premises.
23. Without the express written permission of the landlord, the tenant will not (nor allow others to), place any signs, notice board or other advertisements or the like on the exterior of the premises.
24. Without the express written permission of the landlord, the tenant will not (nor allow others to), remove any of the items specified in the inventory (if any), or any of the landlords possessions, from the premises.
25. Without the express written permission of the landlord, the tenant will not (nor allow others to) change any of the decorations, furnishings or any of the fixtures or fittings, (where applicable).
26. The tenant will not (nor allow others to) make any alterations to the premises.

Pets

27. Without the express written permission of the landlord, the tenant will not (nor allow others to), keep or allow pets of any kind on the premises. Any permission which is given, may be cancelled by the landlord.

Cleaning and maintenance

28. The tenant is responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatory cisterns, drains, gutters, pipes, chimneys, and the like (where applicable).
29. The tenant is responsible for the maintenance of any garden areas and for keeping such areas neat and tidy and free from weeds, with any grass kept cut.
30. The tenant is responsible for the maintenance and servicing of all mechanical and electrical appliances, listed in the inventory.
31. The tenant shall keep the interior of the premises in good repair and condition and in good decorative order.
32. The tenant is responsible for the cleaning of any carpets, curtains, furnishings or other items listed in the inventory.
33. The tenant is responsible for the cleaning of the windows and for immediately replacing any broken glass, howsoever caused.

Supplies

34. The tenant is responsible for informing the relevant authorities and for the payment of bills generated for the supply and consumption of any services such as gas, electricity, telephone, water etc. The tenant will not do anything that may cause the disconnection of any of these supplies.

Council tax

35. The tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made thereunder) to pay Council Tax (or any similar tax or levy).

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Rights of access

36. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the day, to inspect the premises and effects therein and to carry out any works the landlord deems necessary.
37. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the final 28 days of the tenancy, to show the premises to prospective tenants or at any time to show the premises to a prospective purchaser or anyone acting on his behalf.

Unattended property

38. Whenever the premises are left unattended the tenant must fasten all locks to all doors and windows and activate any burglar alarm, to avoid unauthorized access to the premises. The tenant should notify the landlord if he intends to leave the premises vacant for a period in excess of 28 consecutive days.

Vacation of premises

39. 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 by fire or any other risk against which the landlord has effected insurance excepted.
40. The tenant will clear all his own personal effects and any rubbish from the premises on or before the end of the tenancy or a "tipping" charge will be deducted from the deposit.
41. The tenant will return all the keys for the premises, to the landlord, at the end of the tenancy.

Quiet possession

42. The landlord agrees with the tenant that subject to the tenant paying the rent and observing and performing the obligations on the part of the tenant may quietly possess and enjoy the premises during the tenancy without any interruption from the landlord or any person claiming under or in trust for the landlord.

Gas safety regulations

43. The landlord is responsible for the service and maintenance of any gas heating system and for ensuring that all gas appliances within the premises are annually certified by a British Gas or CORGI registered technician, in accordance with The Gas Safety (Installation and Use) Regulations 1994.

Furniture safety regulations

44. The landlord is responsible for ensuring that any furniture supplied by the landlord complies with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended (but subject to the transitional provisions of those regulations).

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Outgoings

45. The landlord is responsible for indemnifying the tenant against all outgoing and assessments in respect of the premises, except those stated as being the tenant's responsibility.

Damage by fire

46. The landlord is responsible for returning to the tenant any portion of rent paid for any period that the premises is rendered uninhabitable by fire or other risk against which the landlord has effected insurance.

Necessary consents

47. The landlord warrants that any consents necessary to enable him to enter into this agreement, (whether from superior lessors, mortgagees or others), have been obtained.

Definitions

48. Any reference to the premises includes a reference to any part of the premises. Any reference to the tenancy or the term includes any extension or continuation of the term and any statutory periodic tenancy. Any reference to any items specified in the inventory (if any) or the fixtures and fittings is a reference to any of them. Any reference to any statutory enactment or regulations includes a reference to any amendments or modifications to the same.

Notices

49. The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 relating to the service of notices, apply to any notice authorized 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

50. The tenant is hereby notified that in accordance with Section 48 of the Landlord and Tenant Act 1987, the address for the tenant to serve Notices on the landlord (including Notices in proceedings), is given here:

9 Hillside Road
West Kirby
Wirral CH48 8BD

Tel: 0151 625 4889
07927 441630

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Dated: 7th October 2009

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

Signed by the landlord:

Keith Roberts

KEITH ROBERTS

Sheena Roberts

SHEENA ROBERTS

In the presence of a witness:

Name: *KALIYA FRANKLIN*

Signature: *[Signature]*

Address: *5FF, 24 LAKE RD*

Name: *KALIYA FRANKLIN*

Signature: *[Signature]*

Address: *5FF, 24 LAKE RD*

Signed by the tenant:

Emma Herlihy

EMMA HERLIHY

In the presence of a witness:

Name: *KALIYA FRANKLIN*

Signature: *[Signature]*

Address: *5FF, 24 LAKE RD*