

8A UPTON FLAT ONE

# TENANCY AGREEMENT – ENGLAND & WALES

(for a Furnished House or Flat on an Assured Shorthold Tenancy)

**The PROPERTY** Flat 1. 8a Upton Road, Birkenhead CH41 0DF

**The LANDLORD** Mr Michael Traynor  
of Waterloo Buildings  
21-23 Bridge Street Birkenhead CH41 1AS

**The TENANT** Mr Nicolas Trevor

**The TERM** 6 months beginning on 5th August 2019

**The RENT** £ 100 per week payable in advance on the 5th of each month

**The DEPOSIT** £ 200 which will be registered with one of the Government authorised tenancy deposit schemes ('the Tenancy Deposit Protection Scheme') in accordance with the rules of the appropriate Tenancy Deposit Protection Scheme Rules.

**The INVENTORY** means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant

**DATED** 5th August 2019

Signed and executed as a Deed by the following parties

**Landlord**

MICHAEL TRAYNOR  
Landlord(s)' name(s)

M Traynor  
Landlord(s)' signature(s)

**Tenant**

MR NICOLAS TREVOR  
Tenant(s)' name(s)

X D Trevor  
Tenant(s)' signature(s)

In the presence of:

Witness signature Alan Smith  
Full name Alan Smith  
Address BRIDGE ST  
BIRKENHEAD CH41 1AS

Witness signature Alan Smith  
Full name Alan Smith  
Address BRIDGE ST  
BIRKENHEAD CH41 1AS

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

## IMPORTANT NOTICE TO LANDLORDS:

- 1 The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.
- 2 Always remember to give the written Section 21 Notice Requiring Possession (available from Lawpack) to the Tenant at least two clear months before the end of the Term if you want the tenant to vacate. You can serve the notice later, but the term then continues until at least two months after it is served.
- 3 Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently, only The Tenancy Deposit Scheme has such requirements (see clause 5.4), for which a schedule to this agreement is provided with this agreement.

## IMPORTANT NOTICE TO TENANTS:

- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- 2 If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
- 3 If the total amount of rent per annum exceeds £100,000, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate.
- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at [www.depositprotection.com](http://www.depositprotection.com), My Deposits at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.thedepositservice.co.uk](http://www.thedepositservice.co.uk).
- 5 For tenancies starting after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.



# Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.
2. **The Tenant's obligations:**
  - 2.1 To pay the Rent at the times and in the manner set out above.
  - 2.2 To pay and to keep the Landlord indemnified against all charges in respect of any electric, gas, water, sewage, internet and telephonic or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
  - 2.3 To keep the items on the Inventory and the interior of the Property in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).
  - 2.4 To yield up the Property with full vacant possession and the items on the Inventory at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 3.2).
  - 2.5 Not to make any alteration or addition to the Property and not without the prior written consent of the Landlord (consent not to be withheld unreasonably) do any redecoration or painting of the Property and to carry out any permitted redecoration or painting to a professional standard using such colours and materials as the landlord shall approve.
  - 2.6 Not to do anything on or at the Property which:
    - (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
    - (b) is illegal or immoral
    - (c) may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord
    - (d) will cause any blockages in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works which will be reasonably required.
  - 2.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
  - 2.8 To use the Property as a private residence for the Tenant and such other occupiers as the Landlord has expressly permitted only. The Tenant is not to have any other lodgers or long-term guests at the Property without the Landlord's express consent and is not to commit any action that would lead to the Landlord being in breach of any obligation regarding the licensing of the Property as a House of Multiple Occupation pursuant to Part 2 of the Housing Act 2004.
  - 2.9 Not sublet, charge or part with or share possession or occupation of the Property.
  - 2.10 Not to assign the tenancy without the Landlord's consent which will not be unreasonably withheld or delayed. The Landlord may ask the Tenant to enter into a guarantee agreement in respect of any assignee.
  - 2.11 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).
  - 2.12 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the Tenant may make of the Landlord under this Agreement.
  - 2.13 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be charged daily from the date the payment fell due until payment.
  - 2.14 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
  - 2.15 Not to tamper with any smoke or fire alarm fitted by the Landlord, and to ensure that any batteries in said alarms are replaced as required, and to test said alarms not less than once every calendar month and to promptly report any defect in the alarms to the Landlord.
  - 2.16 To keep any garden tidy and in good condition, carrying out any pruning, lopping, mowing of the lawn, weeding or other such garden maintenance as might be expected of a reasonable tenant.
3. **The Landlord's obligations:**
  - 3.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
  - 3.2 To insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
  - 3.3 To keep in repair (where provided by the Landlord)
    - 3.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)
    - 3.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences)
    - 3.3.3 the installations at the Property for space heating and heating water
  - 3.4 But the Landlord will not be required to
    - 3.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
    - 3.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
    - 3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
  - 3.5 If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only in so far as any disrepair will affect the Tenant's enjoyment of the Property and in so far as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repairs.
  - 3.6 To arrange for the Tenant's Deposit to be protected by an authorised Tenancy Deposit Protection Scheme and provide the Tenant with the required information in accordance with the provisions of the Housing Act 2004, and to comply with the rules of the Tenancy Deposit Protection Scheme at all times.
  - 3.7 To promptly repair or replace any smoke or fire alarm installed by him at the Property which is reported by the Tenant as being defective.
4. **Ending this Agreement**
  - 4.1 If at any time
    - 4.1.1 any part of the Rent is outstanding for 14 days after becoming due (whether formally demanded or not) and/or
    - 4.1.2 there is any breach, non-observance or non-performance by the Tenant of any covenant and/or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
    - 4.1.3 any of the grounds contained in the Housing Act 1988 Schedule 2 apply and/or
    - 4.1.4 the Tenant is declared bankrupt or enters into an arrangement with some or all of his creditors
  - 4.2 If the Tenant stays on after the end of the fixed term with the consent of the Landlord, a new tenancy will arise that will run from month to month or week to week ('a periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of the rental period.
5. **The Deposit**
  - 5.1 The Deposit will be held in a stakeholder capacity in accordance with the Tenancy Deposit Protection Scheme Rules as issued by the relevant Tenancy Deposit Protection Scheme.
  - 5.2 No interest will be payable to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Protection Scheme.
  - 5.3 Subject to any relevant provisions of the rules of the relevant Tenancy Deposit Protection Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result of the Tenant's breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e. which is as a result of the Tenant, his family, or other permitted occupiers (if any) living in the property and using it in a reasonable and lawful manner.
  - 5.4 As soon as is practicable at the end of the Tenancy, the Landlord should inform the Tenant whether any deductions are proposed.
  - 5.5 If there is no dispute, the Deposit will be allocated according to the deductions agreed. If agreement cannot be reached, any of the parties can refer the matter to the relevant Tenancy Deposit Protection Scheme for adjudication.
  - 5.6 If the Tenant comprises more than one individual, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a Tenancy Deposit Protection Scheme to deal with any dispute about the deposit at the end of the tenancy.
6. **Other provisions**
  - 6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
  - 6.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency) or as otherwise provided in this Agreement.
  - 6.3 Any notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
  - 6.4 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
  - 6.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.14 above) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of the sale to be returned to the Tenant at the forwarding address provided to the Landlord.
  - 6.6 In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Tenant shall be relieved from paying the rent by an amount proportional to the extent to which the Tenant's ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Tenant or where the Landlord's insurance cover has been adversely affected by any act or omission on the part of the Tenant.
  - 6.7 The Tenant confirms that the Landlord supplied him with a certificate complying with the Energy Performance of Buildings (Certificates and Inspections)(England and Wales) Regulations 2007 prior to the Tenant entering into this Agreement.
  - 6.8 If the Landlord wishes or is required to make improvements to the Property using the provisions of Chapter 1 of the Energy Act 2011 (the Green Deal), the Tenant will allow reasonable access for works to carry them out. The Tenant will not be compensated for reasonable disruption caused by works provided that they do not render the Property uninhabitable. The Tenant further agrees that payments due for any Green Deal works will be paid by the Tenant through their utility bills. Any new installation at the property will form part of the Landlord's fixtures and fittings, will belong to the Landlord, and the Tenant will not be entitled to compensation for it at the end of the Tenancy.
  - 6.9 Where the context so admits:
    - 6.9.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
    - 6.9.2 The 'Tenant' includes any persons deriving title under the Tenant.
    - 6.9.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
    - 6.9.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
    - 6.9.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.
    - 6.9.6 Any obligation on the Tenant to do or not do something includes an obligation on the Tenant to use his reasonable endeavours to ensure that no other person does or fails to do that same thing.
    - 6.9.7 'Stakeholder' means that the Deposit is held by the Landlord as a neutral party pending the agreement on its payment at the end of the Tenancy.