

ASSURED SHORTHOLD TENANCY

Suitable for one or more tenants where the rent is paid monthly and they occupy the whole of a house or flat

Tenant(s): Lisa Jennison

Date(s) of Birth:

Next of Kin

Telephone No: _____

Email address:

National Insurance Number(s):

ID Documents (e.g. Driving License No, Car Reg.):

Meter serial numbers and readings:

Tenant signature(s) verifying above x

_____ x


Date: x

2 dec 2016

x

Property being let:

Flat 1a 65-67 Esplanade knott end FY6 0AD

This is an important document. It is an agreement to create an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenants of this Property, and our rights and our duties owed to you as your Landlord. It must be signed at the end by both of us to confirm that we agree with it.

Read this document carefully and if you do not understand it we recommend that you seek legal advice from a legal professional or from Citizens Advice. It is a legal document and by signing it you agree that you understand it and that you agree to its terms.

Please keep this document in a safe place as you may need it if there is a disagreement especially if you have to go to court.

Landlord details

- **Name:** Rent It
- **Agent (if appropriate):** None
- **Postal address:** 86a Coronation Street, Blackpool FY1 4QE
- **Telephone number:** 01253 628080
- **Fax number:** 0844 504 1238
- **Email address:** admin@rentit.tv
- **Text only Service:** 07797801710

Main Details and Definitions

The Property

Referred to as the property in this agreement. This will include any garden but will exclude any shared areas.

The Landlord

Referred to as we or us in this agreement (even if there is only one landlord).
If the owner of the property changes then this does not change your rights or obligations under this agreement but would change the identity of the Landlord. When this happens a relevant notice will be issued to you where applicable.

The Tenant

Referred to as you or your in this agreement.

Where there is more than one tenant it will be deemed that a "joint and several liability" agreement has been entered into. This will mean that you will be responsible for ALL amounts due under this agreement.

If one tenant does not pay their share then we would be able to claim all of the amounts outstanding from just one tenant.

This could also mean that we would be able to make a claim in the courts for all outstanding amounts from just one tenant.

Disclosure of Information

By signing this agreement you authorise the Landlord to use information held about you such as Name, Date of Birth, National Insurance Numbers etc. to carry out the following:

- a credit reference check; and
- a Landlord to Landlord check; and
- any other relevant check;

and for applicants on some form of benefit, such as housing benefit, you give your consent for the relevant benefit agencies or housing benefit officers to disclose and discuss full details about your claim with the Landlord and any of the Landlord's employees.

Sign to state that you understand and consent to the above disclosure of information:

x



x Date:

The fixed term:

Starting on

2 Dec 2016

And ending at 11.00 am on

1 June 2016

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from month to month, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- you give notice that you want to end the agreement (see section 9 below); or
- we serve a notice on you under Section 21 of the Housing Act 1988; or
- we enter into a new written agreement with you; or
- this agreement is ended by consent or a court order.

The Rent

£ 368 per calendar month
e.g £100 pw is £433pcm, £90pw is £390pcm, £120pw is £563pcm.

The Payment Date

The first payment should be made by you at or before the time you sign this agreement.

All subsequent payments must be paid every month in advance on the payment date. Payment should be by Standing Order in to our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach out bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

The Deposit

£ None

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy.

We will register the deposit with one of the Government authorised tenancy deposit schemes (the Tenancy Deposit Scheme or 'My Deposits') within 14 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

Further Definitions

- **The Inventory (not always provided):** This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. If an inventory is provided, it should be checked at the property, then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be kept with this agreement.

- **Fixtures and Fittings:** All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.
- **Shared Areas:** Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (e.g. in a block of flats). Please note that there may be no shared areas, such as if a Property is a house with its own garden.
- **Fair Wear and Tear:** This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

Your Responsibility for the Actions of Others

You are responsible for the behavior of everyone who lives or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the Property, and all visitors.

Terms and Conditions

1) Payments, utilities and costs

1.1 You must pay the rent at the times and in the manner set out above.

1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.

1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative); we will be entitled to assume this without having to ask you.

1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a days rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.

1.5 You must pay interest at the rate of 3% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days; this interest is payable from the date the payment fell due until you pay the money to us.

1.6 During the term you must pay the council tax, water, sewerage, environmental charges and TV licence fee for the Property and pay for utility supplies used (e.g. gas, electricity and telephone including standing charges and VAT).

1.7 If you allow the supply of any utility or any other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of the tenancy, you must pay any costs associated with reconnecting or continuing the service.

1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).

1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.

2.0 We may consider it necessary to collect rent by visiting the property and will do so only within normal business hours. Other times may be agreed by all parties if necessary. A receipt will be given for any cash paid and you should keep a record of these as proof of payment.

2) The Deposit

(Please Note, if no Deposit has been paid, this section will not apply)

2.1 When you pay a deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004 such as 'My Deposits'. We will give a notice to you confirming that this has been done within 14 days of receiving a deposit.

2.2 We will follow the rules of Tenancy Deposit Scheme at all times.

2.3 You will get the deposit back when your tenancy ends and you move out of the Property, so long as you have kept to all the terms and conditions set out in this agreement, and paid all the rent and bills for the Property. If this is not done, then we will be entitled to claim from the deposit and unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage that is not caused by fair wear and tear. Any claim we make will be subject to the rules of the rules of the Tenancy Deposit Scheme.

2.4 You will not be entitled to claim any interest on the deposit money.

3) The Condition of the Property and Disrepair

Our Responsibilities:

3.1 We will make sure that the Property is in good condition at the time it is let to you, without any 'Category 1 hazards', in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.

3.2 Where appropriate we will carry out our responsibilities under the Landlord and Tenant Act 1985, Section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.

3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985, Section 11, are to keep the following (where provided by us) in good repair and proper working order:

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, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences).

However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water if they are owned and supplied by us.

3.3.3 the installations for space heating and heating water.

3.4 We will also keep any contents of the Property (as listed in the Inventory where applicable) which belong to us in good repair and proper working order, fair wear and tear excepted.

3.5 However, we will not be responsible for:

3.5.1 carrying out work that you are responsible for under your duty to use the Property in a 'tenant-like manner';

3.5.2 rebuilding or reinstating the Property if it has been destroyed by fire, storm, flood or some inevitable or unforeseen accident; or

3.5.3 repairing or maintaining anything which belongs to you.

3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary works or repairs.

Your Responsibilities:

3.7 You must not make any alteration to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).

- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

4) Health and Safety

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use.
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must test all smoke alarms installed in the Property at least once a month and replace the batteries regularly.
- 4.4 You must keep the Property free from vermin.
- 4.5 You must keep all shared areas free from obstruction.

5) Using the Property

Our Responsibilities:

5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement. (This type of clause is often called 'the covenant of quiet enjoyment').

Your Responsibilities:

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
- 5.4.1 causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises;
 - 5.4.2 is illegal or immoral;
 - 5.4.3 allows strangers unsupervised access to any shared areas which are not open to the general public

You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.

5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.

5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

6) Insurance

Our Responsibilities:

6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as

Your Responsibilities:

6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to repay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or to visit the Property.

6.3 You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.

7) Landlord's Inspection and Keys

7.1 You must allow us or our agent (if any), or anyone with our permission in writing, 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 interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing (except in an emergency).

7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.

7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the Property without your permission unless it is an emergency.

7.4 If you do not return the keys at the end of your tenancy we will charge you the reasonable cost of having new locks fitted and keys cut.

8) Notices and Documents

8.1 This clause formally notifies you, under Section 48 of the Landlord and Tenant Act 1987, that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.

8.2 You must tell us promptly about any notice or order received by you that affects the Property.

8.3 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy if they are either left at the Property, sent to you at the Property by first-class post or recorded delivery, or e-mailed to you - you must inform us immediately should you change your e-mail address. Notices will be treated as being served the day after they are left at the Property, posted or e-mailed to you.

9) Ending or Transferring this Agreement

9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.

9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you

(the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:

9.2.1 you have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy

9.2.2 you have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and

9.2.3 the new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term

However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.

9.3 If you stay on after the end of your fixed term, your tenancy will be converted into a monthly tenancy which will run from month to month starting on the day after your fixed term ended (this is called a periodic tenancy). You can end this periodic tenancy at any time by giving us not less than one month's notice in writing, starting on the next payment date.

9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of Part II of the Schedule 2, and in Schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Please Note: If anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

9.5 If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

10) Leaving the Property

10.1 During the last month of the fixed term (and not later than seven days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term.

10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgements registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.

10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.

10.4 You must give us a forwarding address and telephone number before you leave the Property.

10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00am on the last day of the tenancy. If you need more time to move out, you should get our permission in writing, which we will not refuse without good reason.

10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:

10.6.1 We will send you a notice in writing asking you to remove them.

10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by post.

10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.

10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

Signed as a Deed:

Our Signature:



Signed in the presence of:

Name and Address of Witness:

Your Signature:



2 dec 2016

Signed in the presence of:

Name and Address of Witness:

-
-

(It is not always necessary for signatures to be witnessed.)

Standing Order Mandate

Name of Bank.....
.....

Address.....
.....
.....
.....

Please tick relevant box:

New Instruction

Please amend previous Standing Order quoting reference/beneficiary

ACCOUNT TO BE DEBITED

SORT CODE

--	--	--	--	--	--

ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--

ACCOUNT NAME

SERVICE TAKEN

RENT

BENEFICIARY DETAILS

BANK

LLOYDSTSB

BRANCH DETAILS

CORPORATION ST BLACKPOOL
England, United Kingdom

SORT CODE

7 7 2 6 1 0

ACCOUNT NUMBER

1 7 6 3 6 1 6 0

BENEFICIARY NAME

S DORRELL

REFERENCE

--

PAYMENT DETAILS

AMOUNT OF FIRST
PAYMENT £

DATE OF FIRST
PAYMENT

--	--	--

AMOUNT OF USUAL PAYMENT £

AMOUNT OF USUAL PAYMENT IN WORDS

TO BE PAID

--	--	--

MONTHLY QUARTERLY ANNUALLY

DATE OF USUAL PAYMENT

OTHER.....

PLEASE CONTINUE PAYMENT UNTIL FURTHER NOTICE

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CUSTOMER SIGNATURE(S)

DATE