

Landlords name: Simon Dorrell  
 Agent (if any): RentIt.Tv  
 Postal address: PO BOX 798  
 Preston  
 PR3 6WT  
 Telephone number: 07801862393  
 Mobile tel. number: 07801862393  
 Fax number:  
 Email address: simon@rentit.tv

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact with us should be made through the agent:

### Landlord's contact details

This is an important legal document and you should keep it safe. If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

This agreement is intended to create an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord. It should be signed at the end by us both to confirm that we agree with it.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

HANVY BIRKETT

Tenant: FV7 6QT

81, HARLES ST  
 FLEETWOOD  
 LANCs.

Property: Flat 5

Dated: 1/9/08

Gas: 1443.

For use with one or more tenants occupying the whole of a flat or house, rent paid monthly.

## Assured Shorthold Tenancy

032875 KIL

044M13259

meter readings.

Bills Mobile 07508909649 (Fred)  
 Handy 079640227163.

# Main details and definitions

## The Property

### Extra notes:

Referred to as **the Property** in this agreement. This includes any garden but does not include any shared areas.

## The landlord

Simon Dorrell

Referred to as **we or us** in this agreement (even if there is only one landlord).

**Note:** if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

## The tenant

Referred to as **you or your** in this agreement.

**Note for joint tenants:** where there is more than one tenant, you will all have what is called 'joint and several liability'. This means that you will each be responsible for **all** amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share.

## The fixed term

starting on 1/9/08

and ending at 11.00 am on 1/4/09

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

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.

### The deposit

£ 360 Rent Advance

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

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

### The payment date

### The rent

£ 110 <sup>week</sup> per calendar month

- 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.

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:

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 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.

You are responsible for the behaviour of everyone who lives in 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 you are responsible for the actions of others

# Important note

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.

## Fair wear and tear

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. (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

## Shared areas

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

## Fixtures and fittings

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. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

## The inventory

# Some more definitions

# 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) and 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, interest to be paid from the date the payment fell due until you pay the money to us.

1.6. During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed.

1.7. If you allow the supply of any utility or 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 your 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

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

3.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)

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:

3.2 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.

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

**Our responsibilities:**

**3. The condition of the Property and disrepair**

2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

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 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 any 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 which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.

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

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

(Note, if no deposit has been paid, this section will not apply.)

**2. The deposit**

we have been put to as a result of responding to any request you make for any consent or permission under this agreement.

**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

**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.

**3.10** 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.

**3.9** You must keep any shared areas clean and fit for use by you and anyone else living in or using them.

**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.

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

### Your responsibilities

**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 work or repairs.

**3.5.3** repairing or maintaining anything which belongs to you

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

**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** However, we will not be responsible for:

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

**3.3.3.** the installations for space heating and heating water.

the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us

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 or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three

**Your 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.  
(Note - this type of clause is often called 'the covenant of quiet enjoyment').

**Our responsibilities:**

**5. Using the Property**

- 4.6 You must keep all shared areas free from obstruction.
- 4.5 You must keep the Property free from vermin.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.3 You must not smoke [inside the Property or] in any shared areas.
- 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.
- 4.1 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 (such as matches).

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

**4. Health and safety**

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.  
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.

6.3 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 re-pay 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 visit the Property.

**Your 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 possible.
- 6.2 We will give you a copy of our insurance policy, or an extract of the relevant parts

**Our responsibilities**

**6. Insurance**

- 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).
- 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.
- 5.4.1 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
- 5.4.4 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).

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:

- 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.

### 9. Ending or transferring this agreement

- 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 or sent to you at the Property by first-class post or recorded delivery. Notices will be treated as being served the day after they are left at the Property or posted to you.

### 8. Notices and documents

- 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 beforehand (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.

### 7. Landlords inspections and keys

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

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. Leaving the Property

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.

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.

9.4 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 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.

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.

9.2.2 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

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

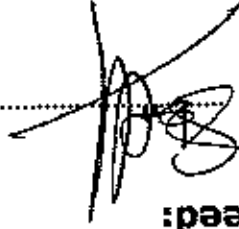
9.2.2 you have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and

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

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

**Signed as a Deed:**

**Our signature:**



**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.

**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.

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

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

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

**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 11.00 am 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.

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

**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.

**10.2** 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 judgments 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.

(\* It is not always necessary for signatures to be witnessed. See the notes for more details.)

.....  
.....

\*Name and address of witness:

.....

\*Signed in the presence of:

.....

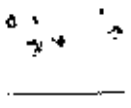
Your signature: *M. B. Smith*

.....  
.....

\*Name and address of witness:

.....

\*Signed in the presence of:



**2. TENANT DETAILS**

Please enter full details of the tenant

Forename	MANDY
Surname	BIRKETT
Full middle names	
Also known as	
Gender	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female (check as appropriate)
Date of Birth	11-03-1967
NI Number	WM4138536
Email address	None
Contact Number (Work)	
Contact Number (evening)	
Mobile Number	07964027163
Do you smoke?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have pets?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Tenant Income	
Employment Status	Employed <input type="checkbox"/> / Self-employed <input type="checkbox"/> / Student <input type="checkbox"/> / Retired <input type="checkbox"/> / Unemployed <input checked="" type="checkbox"/>
Annual Income	£

Beanstalk Lettings Ltd  
110 Central Drive  
Blackpool  
FY1 5DY

Telephone Number: 07964027163

Reference Number:

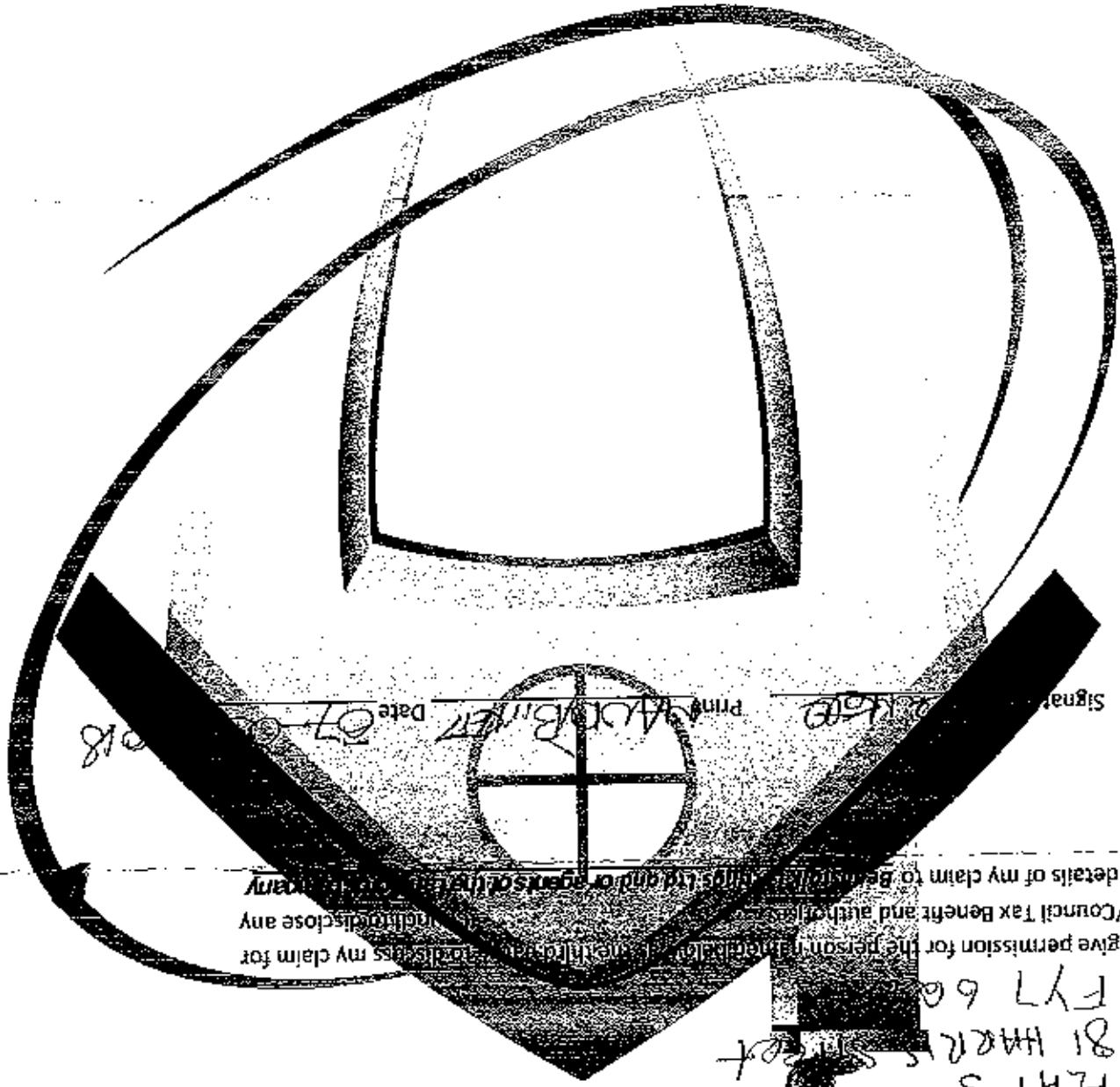
Claimants Name: RANDY BIRKETT

Address:

FLAT 5  
81 HARRIS STREET  
FY7 6Q

I hereby give permission for the person mentioned in the title of this document to disclose my claim for Housing/Council Tax Benefit and authorise the person mentioned in the title of this document to disclose any relevant details of my claim to Beanstalk Lettings Ltd and/or agents of the company.

Signature: RANDY BIRKETT  
Print Name: RANDY BIRKETT  
Date: 07/09/18



FLAT 5  
81, HAZEL ST  
HEERWAD  
FY7 6QT

MANN BICKERT

~~XXXXXXXXXX~~

PRINT NAME

M. S. MOTT

Yours sincerely

DATE 27/8/08

Dear sir  
This letter is to confirm that I give full authority and permission to representatives of Rent  
itv Ltd, Tance or my landlord S. Dorrell or one of his employees to enquire about my  
housing be left application.  
In doing so you may give them appropriate information that will enable them to help proceed  
with the application or in the matter of existing cases to be able to facilitate payment.

PO BOX 798 PRESTON PR3 6WT

