

# Assured Shorthold Tenancy Agreement

## IMPORTANT NOTES FOR THE TENANT

This agreement is intended to create an Assured Shorthold Tenancy Agreement as defined by Section 19A of the Housing Act 1988 (as amended) (the "Agreement"). This Agreement creates legal and binding relations between the parties enforceable at law. Before signing the Agreement, you should read it most carefully, along with any other document referred to herein, to ensure that you understand the terms and the wording. You may wish to amend or reject some of the terms. It is suggested that you should seek independent legal advice from a solicitor, a Housing Advice Centre, the CAB or other legal adviser before you sign this Agreement.

All of the terms and conditions agreed between the parties are detailed in this Agreement. Accordingly, this Agreement supersedes any prior discussions or agreements that may have been had.

Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

The Tenant and Landlord irrevocably agree that the laws of England and Wales shall apply to this Agreement.

If the court decides that any term of this Agreement is not valid or enforceable it will not affect the validity or enforceability of the rest of the Agreement.

## LANDLORD(S)

Trance of Seafield (Simon Dorrell) of C/O 21 Counce Street Blackpool FY1 3LA enquiries@moveholmes.co.uk

## AGENT (IF APPLICABLE)

Move Holmes Ltd of 21 Counce Street Blackpool FY1 3LA 01253 928200 enquiries@moveholmes.co.uk

(The Landlord appoints the above agent to let and manage the Property).

And

## TENANT(S)

Francis Awuah of Smallwood House Smallwood Hey Pilling PRESTON PR3 6HJ awuahf8@gmail.com

## PROPERTY TO BE LET

Flat 3 Arnside View 2 Promenade Knott End-on-Sea POULTON-LE-FYLDE FY6 0BJ

## DEFINED TERMS & PARTICULARS

This list of defined terms and particulars is intended to help explain the meaning of some of the terminology that may be used within this Agreement and provide you with the key information of the same. The list is not exhaustive.

<b>Act of Parliament</b>	Any reference to any 'Act of Parliament' includes a reference to amended, replacement, or subordinate legislation made under such Acts of Parliament.
<b>Agent</b>	Any letting or managing agent, or other person that is authorised by, and acts on behalf of, the Landlord.

<b>Agreement</b>	means this contract the Tenant is entering into with the Landlord that contains both the Tenant's and the Landlord's obligations.
<b>Deposit</b>	£474.99 being an amount held by the Landlord on behalf of the Tenant for the term of the Agreement in accordance with clause 8 (The Deposit).
<b>Fixtures and Fittings</b>	include all of the Landlord's furniture, furnishings, appliances, floor and wall coverings, white goods and anything else listed in the Inventory;
<b>Head Lease</b>	Sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
<b>Guarantor</b>	A person, persons or company known as: . When two or more persons are together the Guarantor, they are responsible for their liability jointly and severally both with each other, and each Tenant.
<b>Interest Rate</b>	Is 3% above the Bank of England base rate.
<b>Inventory and/or Schedule of Condition</b>	Is the document prepared prior to the commencement of this Agreement by the Landlord, or another duly authorised person, which shall include the Fixtures & Fittings in the Property including all matters specified in the Inventory and Schedule of Condition which will be given to the Tenant after the check in.
<b>Joint and several liability</b>	Means that all Tenants, and Guarantors where applicable, are liable jointly for the payment of all rents and any other liabilities falling upon them during this Agreement, as well as any loss arising from any breach of the same. Individually, each Tenant and/or Guarantor, is responsible for the payment of all rent and liabilities falling upon them as well as any loss arising from any breach of this Agreement until all payments have been made in full.
<b>Landlord</b>	The person, or persons, known as: Trance of Seafield (Simon Dorrell), who has a right to possession of the Property.
<b>Month / Monthly</b>	Means a calendar month
<b>Permitted Occupier</b>	Is , who are permitted to occupy the premises only with the Tenant(s). All Tenants will remain liable for the Permitted Occupiers at all times.
<b>Property</b>	The Property includes all, or any parts, of the property known as Flat 3 Arnside View 2 Promenade Knott End-on-Sea POULTON-LE-FYLDE FY6 0BJ, including all boundaries, fences, paths, gardens or other outbuildings that form part of the let. Where the Property forms only part of another, such as a flat that is within a block, this Agreement will include the use of the communal areas, such as shared access ways.
<b>Rent</b>	£411.66 a month payable in advance to the Landlord.
<b>Rent Payment Date</b>	The 2nd date of each month
<b>Superior Landlord</b>	The person, or persons, to whom the ownership or interest in the Leasehold Property might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.
<b>Tenant</b>	The person, or persons, known as: Francis Awuah, who is entitled to occupy the Property pursuant to this Agreement. Where there is more than one Tenant, they will be jointly and severally liable for all the terms of this Agreement.

<b>Term</b>	6 months from and including 29/09/2023 [including any break date].  Any references to the term, or this Agreement, will include any renewal, extension, or continuation of this Agreement following the coming to an end of the term set out above, whether contractual or pursuant to a statutory periodic tenancy, which may arise pursuant to Section 5 of the Housing Act 1988 (as amended).
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THIS AGREEMENT is made on 29/09/2023

## **1. AGREEMENT TO LET**

- 1.1. The Landlord agrees to let and the Tenant agrees to take the Property in compliance with the terms of this Agreement including any special or additional clauses.
- 1.2. If applicable, notice is hereby given to the Tenant that the Landlord may require possession of the Property in accordance with Ground 1 in Schedule 2 of the Housing Act 1988.
- 1.3. If applicable, in accordance with Ground 2 in Schedule 2 of the Housing Act 1988 it is confirmed that the Property is let by the Landlord subject to a mortgage on the Property which was granted before the start of the Tenancy.
- 1.4. The Landlord shall have the option on the anniversary of this Agreement to increase the Rent in accordance with clause 2.1.6 of this Agreement, provided the Landlord has given the Tenant no less than one month's notice of the increase.

## **2. TENANT RESPONSIBILITIES**

### **2.1. Rent**

- 2.1.1. The Tenant will pay the Rent, in advance, by equal Monthly payments of £411.66 to the Landlord by Other to Bank Name: Royal Bank of Scotland, Account Name: Move Holmes Ltd, Account Number: 19220749, Sort Code: 830425.
- 2.1.2. The first payment of rent must be made on, or before, 29/09/2023 for the first month and each subsequent payment must be made on, or before, 2nd date for the Term of this Agreement.
- 2.1.3. Any payment for less than a month is to be apportioned on a daily basis and will include the last day of the month as required. The daily rate will be calculated by multiplying the Rent by 12 and then dividing the product by 365.
- 2.1.4. If any person other than the Tenant makes a payment to the Landlord or their Agent, it will be treated as a payment of Rent and a payment made on behalf of the Tenant.
- 2.1.5. The Tenant may not exercise any right or claim to withhold rent or in respect of legal or equitable set off unless the correct legal process has been followed.
- 2.1.6. The Rent shall be reviewed on each anniversary of this Agreement and the Rent will increase each year from the first Rent Payment Date more than 364 days after the commencement of the Term, by the amount stated for the annual increase in the Index of Retail Prices (All Items) as quoted for the month two months prior to the month of the anniversary with the minimum of 3% and a maximum of 8%.
- 2.1.7. The Tenant agrees to pay interest on any payment of Rent or part payment of Rent not made as set out in clause 2.1 of this Agreement. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid, in full and in cleared funds. Where the Landlord issues legal proceedings against the Tenant and/or Guarantor, the Landlord reserves the right to claim interest at the rate, and in accordance with, Section 69 of the County Courts Act 1984.

### **2.2. Use of Property**

- 2.2.1. The Tenant must not use the Property except as a single private residence for occupation by the Tenant personally and the Tenant's visitors and no other person.
- 2.2.2. The Tenant must not leave the Property unoccupied for more than 28 days without providing the Landlord, or their Agent, with reasonable notice.
- 2.2.3. The Tenant must not do anything or allow anything to be done on the Property, or allow anything to remain on it that may be considered to be or likely to become or cause a nuisance or annoyance, disturbance, inconvenience, injury or damage to the Landlord or other tenants or the owners or occupiers of adjacent or neighbouring property.

2.2.4. The Tenant must not use the Property or allow it to be used for any auction sale, any dangerous, noxious, noisy or offensive activity, or any illegal or immoral act or purpose, and must not carry on any trade, business, manufacture or commercial activity on it.

2.2.5. The Tenant must not keep or allow any dog, cat, animal, bird or reptile at the Property, except birds in cages or fish in tanks, without the Landlord's prior written consent.

2.2.5.1. The Tenant must not keep any dangerous or flammable goods, materials or substances in or on the Property apart from those required for general household use.

2.2.6. The Tenant must not play any musical instrument or device and must not allow noise from a radio, television set, compact disc, tape or record player or sound production system of any kind or any machine or equipment that can be heard outside the Property in such manner that may cause a disturbance after 23:00 hours or before 08:00 hours on any day.

2.2.7. If applicable the Tenant must not do anything to breach any Head Lease at the Property. The Tenant may request a copy of any Head Lease, which will be provided to the Tenant.

2.2.8. The Tenant and those present at the Property must not act in an anti-social manner (behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property) or which amounts to harassment (causing a person alarm or distress) of any person.

2.2.9. The Tenant will, at all times, act in a tenant like manner in addition to taking all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated. Where such condensation may occur, the Tenant must take care to properly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Property and/or its Fixtures and Fittings.

### **2.3. Access to the Property**

2.3.1. The Tenant permits the Landlord, or any person acting on behalf of the Landlord, to access to the Property on the giving of 24 hours' prior notice in writing to the Tenant for the following purposes:

2.3.1.1 to inspect the condition and state of repair of the Property;

2.3.1.2. to carry out the Landlord's responsibilities under this agreement;

2.3.1.3. to carry out repairs or alterations to the next-door premises;

2.3.1.4. to take gas, electricity or water meter readings;

2.3.1.5. for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property;

2.3.1.6. to show prospective tenants or purchasers around the Property; and/or

2.3.1.7. to comply with all and any of the Landlord's legal or regulatory obligations.

2.3.2. The Tenant permits the Landlord to retain a set of keys to the Property to facilitate the Landlord exercising their rights set out in this clause 2.3.

2.3.3. The Tenant permits the display of a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

### **2.4. Payments to be made by the Tenant**

2.4.1. For the duration of this Agreement the Tenant must set up the relevant accounts, pay for the services and indemnify the Landlord against any loss arising from the Tenant's failure to pay:

2.4.1.1. the council tax, or any tax replacing it, payable in respect of the Property;

2.4.1.2. all water and sewerage charges and metered payments in respect of the supply of water to the Property;

2.4.1.3. all charges for gas and electricity consumed on or supplied to the Property and (as to electricity where a two part tariff is in force) the standing charge or charges and any meter rent;

2.4.1.4. all charges made for the use of telephones on the Property, including rental, and any additional charges for repair, maintenance and reconnection;

2.4.1.5. the amount of the television licence fee and of any other charges for cable, Sky or satellite or other television services as necessary for the Property;

2.4.1.6. if VAT or any tax of a similar nature is or becomes chargeable in respect of any payment made by or supply to the Tenant under this Agreement, or any tax, charge or imposition becomes payable in respect of the Property because of any act or omission of the Tenant, the amount of the VAT, tax, charge or imposition;

2.4.1.7. any, and all, costs incurred by the Landlord, on an indemnity basis, in the recovery of losses occasioned by any breach of the Tenancy including, but not limited to, rent arrears;

2.4.1.8. The Tenant agrees that if they request any amendments to this Agreement then they will be responsible for all the costs incurred in making the amendments.

## **2.5. Repair**

2.5.1. The Tenant must keep in repair, and properly maintained, the inside of the Property (including the doors, window frames and glass in windows, doors and skylights) and must replace all broken glass, light bulbs and fuses.

2.5.2. The Tenant must carry out all repairs that are not the responsibility of the Landlord under clause 3 (Landlords Responsibilities) of this Agreement.

## **2.6. Decoration**

2.6.1. Without prejudice to clause 2.6.2 below, the Tenant must not decorate the Property.

2.6.2. Decoration required to keep the Property in repair must be performed by a proficient decorator, the identity of which must be prior approved by the Landlord.

2.6.3. Walls and other surfaces including doors and window frames at the Property must be kept in repair and the Tenant must not damage the walls with nails, pins, glue or adhesive putty although if any such damage does occur, the Tenant must make it good by immediate repair and decoration in accordance with clause 2.6.2.

## **2.7. Blocking of pipes**

2.7.1. Non-degradable material must not be flushed down the toilet or washed down the sinks. The Tenant must keep the pipes, sewers, drains, ducts, conduits, gutters and watercourses inside or only serving the Property free from obstruction and in working order and the lavatories properly cleaned. The Tenant will be liable for any plumbing costs incurred if the Tenant breaches this clause.

## **2.8. Appliances**

2.8.1. The Tenant must keep in repair all electrical, radio, television, video and other domestic appliances, security alarms and smoke detectors, except for installations that are the responsibility of the Landlord. All other electrical appliances independently connected by the Tenant such as electric fires, heaters, radio or television sets including the plugs and wires and all such appliances are the Tenant's responsibility.

## **2.9. Insurance**

2.9.1. The tenant is required to have sufficient means to cover their liability for the Landlords fixtures and fittings as set out in this Tenancy Agreement. Sufficient means includes a sum of money available to put right any damage, or alternatively you could purchase a suitable insurance policy to cover this liability.

2.9.2. The Landlord's insurance policy does not cover your possessions within the property. You are advised to consider the need for Tenants Insurance, which usually includes cover for your own possessions and accidental damage to the Landlord's items.

2.9.3. The Landlord will not be responsible for any damage caused to the Tenants belongings unless it is caused by an act or omission by the Landlord or Agent, which invalidates any insurance held by the Tenant.

## **2.10. Care of the Property**

2.10.1 The Tenant will act in a Tenant like manner at all times.

2.10.2. The Tenant must keep in repair, any part of the Property, keeping all garden areas properly maintained and weeded and the grass mown regularly during the growing season, and keep all ditches and drains free from obstruction.

2.10.3. Except for private motor cars on the drive, the Tenant must not keep any vehicle, boat or caravan or movable dwelling on the grounds, or store anything on them that is untidy, unclean, unsightly or in any way detrimental to the Property or to the area generally.

2.10.4. The Tenant must not deposit any waste or rubbish on the grounds except for domestic waste in waste bins and usual seasonal garden waste which may be composted.

2.10.5. The Tenant must not do or must refrain from doing anything which attracts vermin or allows them access to the Property and will be liable for the cost of eradicating any resulting vermin infestation. The Tenant will not be liable for any infestation which predated the start of this Agreement or which occurred as a result of any breach by the Landlord of their obligations under the same.

2.10.6. The Tenant must maintain the Property and keep it clean, tidy and clear of all rubbish at all times.

2.10.7. The Tenant agrees to have the chimney swept annually.

2.10.8. The Tenant agrees not to smoke or allow any guests to smoke in the Property.

2.10.9. The Tenant agrees to dispose of or recycle all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in any common areas at any time. The Tenant must take all care to ensure that all rubbish is properly bagged or recycled in the appropriate container. If rubbish is normally collected from the street, on the day of collection it should be put out by the time specified by the local authority. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after it has been collected. The Tenant must comply with any local arrangements for the disposal of large items.

2.10.10. The Tenant must, clean the windows and glass at the Property regularly.

2.10.11. The Tenant agrees to return the Property in the same condition as it was when this Agreement began, which includes cleaning it to a professional standard if that is how it was taken.

## **2.11. Additions and alterations**

2.11.1. The Tenant must not damage or injure the Property, make any addition or alterations to the Property, unite the Property with any adjoining premises, or make any structural or other change to the Property.

## **2.12. Connection to services**

2.12.1. The Tenant must not make any connection with the pipes, sewers or drains in the Property or extend the wiring or erect a satellite dish.

2.12.2. The Tenant must not tamper, interfere with, alter, or add to, the installations or meters relating to the supply of utilities to the Premises and must not cause or permit the installation of any pre-payment meter.

2.12.3. The Tenant must not allow or arrange for the telephone to be disconnected or removed from the Property or the number to be changed.

2.12.4. The Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord or their Agent.

## **2.13. Alarms, locks, keys**

2.13.1. The Tenant must not change any alarm code, locks or get extra duplicate keys cut. If the Tenant loses keys or alarm fob then the Landlord should be informed who will arrange for a replacement of the keys, lock or alarm fob and the Tenant will be responsible, on an indemnity basis, for the costs.

## **2.14. Joint and several liability**

2.14.1. If there is more than one Tenant, or there is a Guarantor, they will all have Joint and several liability with regards to the performance of all of the obligations of this Agreement.

## **2.15. Alienation**

2.15.1. The Tenant must not assign, underlet, part with or share possession of the whole or any part of the Property.

## **3. LANDLORD RESPONSIBILITIES**

3.1. The Landlord shall allow the Tenant quiet enjoyment of the Property.

3.2. The Landlord shall provide the Tenant with suitable means of access to and from the Property.

3.3. The Landlord will ensure that the Property is fit for human habitation at the time this Agreement is granted and that it remains fit for human habitation during the Term in accordance with the Homes (Fitness for Human Habitation) Act 2018.

3.4. The Landlord shall insure the Property and Fixtures and Fittings to their full value against loss or damage by readily insurable risks. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.

3.5. The Landlord, or their insurer, shall make good, any damage caused by an insured risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

## **3.6. In accordance with section 11 of the Landlord Tenant Act 1985, the Landlord shall**

3.6.1. keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

3.6.2. keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

3.6.3. keep in repair and proper working order the installations in the Property for space heating and heating water.

### **3.7. The Landlord shall not be required to**

3.7.1. carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or

3.7.2. keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

3.8. The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).

3.9. The Landlord shall ensure that all furniture and furnishings (provided in the property by the Landlord) comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

3.10. The Landlord shall comply with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

3.11. The Landlord has obtained all necessary consents to enter into this Agreement (from any superior landlord, mortgage lenders, insurers or others).

## **4. NOTICE TO REPAIR**

### **4.1. Service of notices**

4.1.1. The Landlord may give to the Tenant or, despite the requirements of this agreement as to notices, leave on the Property, a notice specifying the works required to remedy any breach of the Tenant's repairing responsibilities in this agreement ('a notice to repair'). The Tenant must carry out the works specified in the notice as soon as possible. The notice period is going to be governed by the extent of the works and the likely time period required to complete them.

4.1.2. If the Tenant has not started to carry out the work referred to in a notice to repair within a reasonable period from the service of the notice to repair, or is not proceeding diligently with it, or if the Tenant fails to finish the work within a reasonable time the Tenant must allow the Landlord to enter the Property and carry out the outstanding work. The Tenant must pay to the Landlord the costs, on an indemnity basis, of doing this and all expenses incurred by the Landlord, within 14 days whether formally demanded or otherwise and if not so paid the Landlord may apply the Deposit towards the cost but shall not be obliged to do so.

## **5. COSTS**

5.1. The Tenant must pay the Landlord's costs, fees, charges, disbursements and/or expenses incurred, on an indemnity basis, in relation to or incidental to the remediation of any failure of the Tenant and/or Guarantor to perform satisfactorily their obligations under this Agreement.

## **6. NOTICES AND INFORMATION**

6.1. The Tenant must give notice to the Landlord as soon as possible and without delay, of:

6.1.1. any disrepair of, or damage to, the Property;

6.1.2. any notice or order he receives from a local or statutory authority in respect of the Property; and

6.1.3. any act or encroachment by a tenant or occupant of any adjoining or neighbouring property or a third party that might adversely affect the Landlord's interest in the Property.

6.2. The Tenant agrees that:

6.2.1. Section 196(4) Law of Property Act 1925 will apply to the service of all notices served pursuant to this Agreement;

6.2.2. All notices served pursuant to this Agreement will be deemed served in accordance with rule 6.26 of the Civil Procedure Rules 1998;

6.2.3. If any one Tenant gives notice to end this Agreement the notice will end the Agreement for all Tenants.

6.2.4. All notices and other Tenancy documentation, including but not limited to, check in/out reports, the Government's How to Rent Guide, Gas Safety Certificate, Electrical Installation Condition Report, Energy Performance Certificate, the Deposit Prescribed Information, Deposit Certificate and Deposit Terms & Conditions relating to the deposit protection scheme may be served on the Tenant by email. The Tenant's email address at the beginning of this Agreement can be used for this purpose. If there is more than one Tenant, then all Tenants agree that the above email address can be used for service.

## **7. INVENTORY & SCHEDULE OF CONDITION**

7.1. A schedule of condition and inventory of the Property will be produced at the beginning of the Term and check out report produced at the end.

7.2. The Landlord will be responsible for the costs of producing the documents set out in clause 7.1.

7.3. The documents will be provided to the Tenant and if not signed or challenged within 7 days of being received they will be deemed to be a fair and accurate account of the condition and contents of the Property, be agreed by the Tenant, and relied upon if there is any dispute about the return of the Deposit.

## **8. THE DEPOSIT**

8.1. The Tenant must pay the Deposit to the Landlord at Move Holmes Ltd sort code: 830425 account number: 19220749 to be protected as security for the Tenant's performance of their obligations under this Agreement.

8.2. As soon as is practicable at the end of the Agreement, the Landlord should inform the Tenant whether any deductions are proposed. 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 Scheme for adjudication.

8.3. The Tenant hereby irrevocably agrees for the Scheme to adjudicate on any dispute over the use of the Deposit at the end of the Agreement.

### **8.4. Tenancy deposit protection scheme**

8.4.1. The Deposit shall be held on the terms of DPS Custodial deposit protection scheme established pursuant to Section 212 of the Housing Act 2004 ('the Scheme').

8.4.2. The Landlord shall comply promptly with his responsibilities under the Scheme and provide evidence of the protected Deposit to the Tenant including information as to the workings of the Scheme ("Information to Tenants").

8.4.3. The Landlord will not change the Scheme to another Scheme without informing the Tenant and providing details of the new Scheme where the Deposit is protected.

### **8.5. Sums that may be retained**

8.5.1. The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

8.5.1.1. the costs incurred by the Landlord, on an indemnity basis, to return the Property, including all linen, curtains, carpets, white goods, sanitary and washing facilities, to the same state of cleanliness and repair as they were at the start of the Term, at the Landlord's discretion;

8.5.1.2. any Rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

8.5.1.3. any sum, on an indemnity basis, the Landlord, their Agent or Insurer expends or incurs in remedying any failure by the tenant to comply with his responsibilities under this Agreement including, but not limited to, call-out fees for work undertaken, the recovery of sums paid by an insurer of the Landlord or their Agent, or any excess paid as part of a rent guarantee or other relevant insurance policy;

8.5.1.4. after the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period of occupation by the Tenant or anyone under his control, whether authorised or not; and

8.5.1.5. any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.

8.5.1.6. any other interest, fees, disbursements or charges due under this Agreement on any of the above sums at the Interest Rate from the date the payment is due to the date it is deducted from the Deposit.

### **8.6. Restoration of the Deposit**

8.6.1. If the Deposit or part of it is applied as authorised by clause 8.5 (Sums that may be retained) and in accordance with the terms of the Scheme, the Tenant must, at the Landlord's written request, pay the Landlord a further sum to restore the Deposit to the agreed amount as defined in this Agreement and the Landlord shall comply promptly with his responsibilities under the Scheme in relation to this further sum.

### **8.7. Refund of the Deposit**

8.7.1. Subject to the provisions of clause 8.6 (Restoration of the Deposit), the Deposit or the balance of it must be returned to the Tenant after the end of the Term in accordance with the provisions of the Scheme.

## **9. GIVING BACK POSSESSION AT THE END OF THE TERM**

### **9.1. Giving back possession**

9.1.1. The Tenant must give vacant possession of the Property back to the Landlord at the end of the Term in the same state of repair, decoration, condition, and cleanliness that the Property was in at the commencement of this Agreement, or as specified in the Schedule of Condition referred to in clause 7 (Schedule of condition and inventory). The various items of furniture and effects in the Property must be left in the same place they were situated in at the beginning of the Term as recorded in the Inventory.

9.1.2. To the extent the Tenant does not comply with the responsibilities specified in this Agreement the Tenant must make good any lack of repair, decoration or condition or cleanliness.

9.1.3. The Tenant will be responsible for meeting all removal and/or storage charges, on an indemnity basis, when items are left in the Property. The Landlord will remove and store them for a maximum of one month. The Landlord or Agent will notify the Tenant of this at their last known address. If the items are not collected within one month, the Landlord may sell or dispose of the items and the Tenant will be liable for the costs of sale or disposal. The costs may be deducted from any sale proceeds or the Deposit and if there are any costs remaining they will be the liability of the Tenant.

9.1.4. The requirement to remove and store items left at the Property shall not extend to any perishable, disposable or dilapidated items or such items that, in the estimation of the Landlord or Agent, the cost of removal and storage is greater than the value of those items. The Landlord or Agent may dispose of such items without further reference to the Tenant.

## **10. INSURANCE**

10.1. The Landlord must keep the Property (but not the Tenant's personal property) insured unless the insurance is rendered void or made invalid by any act of the Tenant or anyone under his control. The insurance may be taken out in such insurance office, or with such underwriters, and through such agents as the Landlord from time to time reasonably decides.

10.2. Insurance must be taken out for the full cost of rebuilding and reinstating the Property.

10.3. The Tenant will be liable for any increase in insurance premium and excess as a result of a claim being made by the Landlord due to breaches of this Agreement by the Tenant, or their guests or visitors.

## **11. TERMINATION AND RECOVERY OF POSSESSION**

11.1. If the Tenant remains in the Property after the fixed term has expired then the Tenancy will continue as a statutory periodic tenancy in accordance with Section 5 of the Housing Act 1988 (as amended).

11.2. To end the periodic tenancy the Tenant shall give the Landlord at least two months' written notice. The notice must expire on the last day of a rental period. Should the Tenant serve such a notice on the Landlord and then fail to vacate in accordance with the same, the Landlord reserves the right to charge double the Rent to the Tenant and/or the Guarantor from the day the notice was given, until the day the Tenant gives vacant possession of the Property to the Landlord.

11.3. The Landlord may terminate this agreement at the end of the fixed term or once it moves into a statutory periodic tenancy by giving the Tenant two months' notice in writing. On expiry of the notice the Landlord may commence proceedings to obtain a court order for possession if the Tenant remains at the Property.

11.4. Should either the Landlord or the Tenant wish to terminate the Agreement upon or after the break date (as above in the Definitions, if applicable) they shall first give to the other party at least two months' written notice. The Tenant shall continue to pay all rents and other amounts due and observe and perform all responsibilities on a timely basis until the end of the Agreement. Upon the expiry of such notice the Agreement shall end and the Tenant shall give up vacant possession of the Property.

### **11.5. Grounds for seeking possession**

11.6. If and whenever during the Term:

11.6.1. The Rent is unpaid for 14 days after becoming due whether formally demanded or not;

11.6.2. There is a breach by the Tenant of any responsibility or other term of this Agreement;

11.6.3. All the grounds for possession in the Housing Act 1988 Schedule 2, but for the avoidance of any doubt, grounds: 1, 2, 3, 4, 5, 6, 7, 7A, 7B, 8, 9, 10, 11, 12, 13, 14, 14ZA, 14A, 15, 16 and 17 all apply;

11.6.4. The Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or has any distress or execution levied on his goods, then the Landlord may bring a court action to recover possession of the Property, even if any previous right to do so has been waived.

### **11.7. Interest on sums due on recovery of possession**

11.7.1. If the Landlord recovers possession of the Property under clause 11.5 (Grounds for seeking possession), the Tenant must pay to the Landlord interest at the Interest Rate on any outstanding Rent in accordance with clause 2.1.7.

### **11.8. Early Termination**

11.8.1. If the Tenant requests to terminate the Agreement early, and the Landlord agrees to the early termination, then the Landlord may charge the Tenant rent until a new agreement begins and also any costs such as advertising costs and referencing fees as incurred by the Landlord in relation to finding a new Tenant. Such costs will be communicated to the Tenant and agreed upon as part of any early termination process. For the avoidance of any doubt, the Tenant will not be released from the Agreement until such costs have been paid to the Landlord.

## **12. MISCELLANEOUS**

12.1. The Tenant agrees that his personal data will be processed by the Landlord in accordance with all data protection legislation. The Tenant also agrees that his personal data will be used in the normal course of the Agreement if the Landlord is required to provide the Tenant's details to contractors or any other supplier that are required to be instructed to perform a task to enable the parties to comply with the terms of this Agreement.

12.1.1. Such contractors and suppliers may include, but are not limited to, the Landlord's insurer's, solicitors, debt recovery agents, or any other 3<sup>rd</sup> party acting on their behalf in relation to this Agreement.

12.1.2. Under the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") the Tenant may request a copy of any of the Tenant's personal data (as defined) that the Landlord holds. If a request for this personal data is made in writing the Landlord will provide all reasonable information within one month.

## **13. SPECIAL OR ADDITIONAL CLAUSES**

### **Standard Smoking Clause**

Notwithstanding Clauses to the contrary it is agreed between the Landlord and the Tenant that smoking is not permitted within the property for the duration of the tenancy and any extensions thereto.

### **No Pets Clause**

Notwithstanding Clauses to the contrary it is agreed between the Landlord and the Tenant that pets are not permitted within the property for the duration of the tenancy and any extensions thereto.

## SIGNATURES OF THE PARTIES

SIGNED BY OR ON BEHALF OF THE LANDLORD(s):

SIGNED BY THE Agent:

Name : Move Holmes Ltd

Signature : *Jennifer Leyland*

Date : 20-09-2023

**Reminder: THIS IS A LEGALLY BINDING DOCUMENT. DO NOT SIGN IT UNLESS YOU WISH TO BE BOUND BY IT. IF YOU BREAK ANY OF THE TERMS OF THIS AGREEMENT, THE LANDLORD MAY HAVE THE RIGHT TO COMMENCE PROCEEDINGS AGAINST YOU FOR THE POSSESSION OF THE PREMISES.**

SIGNED BY THE TENANT(s):

Name : Francis Awuah

Signature :

*FA*

Date : 15-09-2023

**Reminder: THIS IS A LEGALLY BINDING DOCUMENT. DO NOT SIGN IT UNLESS YOU WISH TO BE BOUND BY IT. IF YOU BREAK ANY OF THE TERMS OF THIS AGREEMENT, THE LANDLORD MAY HAVE THE RIGHT TO COMMENCE PROCEEDINGS AGAINST YOU FOR THE POSSESSION OF THE PREMISES.**

All notices and other Tenancy documentation, including but not limited to, check in/out reports, the Government's How to Rent Guide, Gas Safety Certificate, Electrical Installation Condition Report, Energy Performance Certificate, the Deposit Prescribed Information, Deposit Certificate and Deposit Terms & Conditions relating to the deposit protection scheme may be served on the Tenant by email. The Tenant's email address at the beginning of this Agreement can be used for this purpose. If there is more than one Tenant, then all Tenants agree that the above email address can be used for service.

### Property Document Confirmation

Flat 3 Arnside View 2 Promenade Knott End-on-Sea POULTON-LE-FYLDE FY6 0BJ

29/09/2023

Sign below to confirm receipt of:

Terms of Business (Draft)  
Rent Schedule (Draft)  
Tenancy Agreement (Draft)  
How to Rent Guide March 2023  
DPS Custodial April 2023  
Electrical Inspection Condition Report  
Energy Performance Certificate  
How To Rent Guide  
DPS Tenant Guide  
DPS T&Cs  
Fire Safety Guide

Name : Francis Awuah

Signature :

*FA*

Date : 15-09-2023



## PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The landlord or letting agent protecting this tenancy deposit must give Prescribed Information to all tenants at the property in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. They must do this within 30 days of receiving the deposit from the tenant. It informs the tenant about the deposit protection measures the landlord or letting agent has taken, the scheme contact details, and procedures that apply regarding the protection and return of the deposit.

The landlord or letting agent must provide a copy of The DPS terms and conditions to the tenant with this form. This can be downloaded from [www.depositprotection.com](http://www.depositprotection.com).

*The DPS has provided this document by way of information only. The DPS accepts no liability for its contents. It's the Landlord(s) responsibility to ensure it is accurate and given to the tenant (or tenants) within 30 days of receipt of the deposit. They should also give the tenant the opportunity to review and sign this document.*

#### Tenancy details

**Tenancy address:** Flat 3 Arnside View 2 Promenade Knott End-on-Sea POULTON-LE-FYLDE FY6 0BJ

**Deposit amount:** 474.99

#### Landlord's details:

<b>Name(s)</b>	Trance of Seafield (Simon Dorrell)
<b>Email address</b>	enquiries@moveholmes.co.uk
<b>Telephone</b>	01253 928200
<b>Address</b>	C/O 21 Counce Street Blackpool FY1 3LA

#### Letting agent's details:

Name: Move Holmes Ltd

Address: 21 Counce Street Blackpool FY1 3LA

Telephone: 01253 928200

Email address: enquiries@moveholmes.co.uk

#### Contact details

Your deposit is protected with The Deposit Protection Service (The DPS). They are approved by the Ministry of Housing, Communities and Local Government for this purpose. Here's how you can contact them if you need to.

#### by post:

#### The DPS

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

**Call: 0330 303 0030**

**Email: [contactus@depositprotection.com](mailto:contactus@depositprotection.com)**

**Website: [www.depositprotection.com](http://www.depositprotection.com)**

#### How the scheme works

*Information supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.*

*Please see section 3 of The DPS Custodial Terms and Conditions*

#### Deposit repayment

*Information on the procedures applying for the release of the deposit at the end of the tenancy, including where either the Landlord or the Tenant can't be contacted.*

*Please see section 14-19 of The DPS Custodial Terms and Conditions*

#### Deposit disputes

*Procedures that apply under the Scheme where the Landlord and the Tenant dispute how the deposit should be repaid, and the facilities available to resolve a dispute without recourse to litigation.*

The DPS Dispute Resolution Service is a free, straightforward way of resolving deposit disputes at the end of a tenancy. The alternative option is to go through the courts, which can be costly and take a long time.

When using this service, your dispute will be reviewed by a legally-trained adjudicator. They'll review the evidence you and your tenant provide and issue a detailed decision within 28 days.

*Please see section 20-23 of The DPS Custodial Terms and Conditions*

**Tenant details**

<b>Name(s)</b>	Francis Awuah
<b>Email address</b>	awuahf8@gmail.com
<b>Telephone</b>	07741072369
<b>Address</b>	Smallwood House Smallwood Hey Pilling PRESTON PR3 6HJ

Contact address to be used by The Landlord at the end of the tenancy:

<b>Name(s)</b>	Francis Awuah
<b>Email address</b>	awuahf8@gmail.com
<b>Telephone</b>	07741072369
<b>Address</b>	

**Details of third parties paying the deposit**

If the deposit is being paid by a third party, record their details here

**Circumstances when all or part of the deposit may be retained by the landlord or letting agent**

For details of the circumstances when the landlord or letting agent may retain part or all of the deposit, please refer to the following clauses of the tenancy agreement.

Clause 8.

I/We (being the landlord or letting agent) certify that –

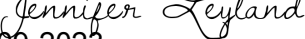
(i) The information provided is accurate to the best of my/our knowledge and belief

(ii) I/We have given the tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant(s) knowledge and belief

**SIGNED BY OR ON BEHALF OF THE LANDLORD(s):**

SIGNED BY THE Agent:

Name : Move Holmes Ltd

Signature : 

Date : 20-09-2023

**SIGNED BY THE TENANT(s):**

Name : Francis Awuah



Signature : 

Date : 15-09-2023

## Document Details

<b>Title</b>	Standard AST
<b>File Name</b>	Standard AST
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<b>Fingerprint</b>	4a1b533443905bc67c76b49f4cf2c72b
<b>Status</b>	<span>Completed</span>

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