

TENANCY AGREEMENT

For Letting furnished dwelling on the Assured Short hold
Tenancy under Part 1 of The Housing Act 1988

PARTICULARS OF THE AGREEMENT

DATE:

LANDLORD:

TENANT:

ADDRESS OF PROPERTY:

NUMBER OF BEDROOMS & PROPERTY TYPE:

If property is over multiple floors please state how many floors:

If property is flat please stipulate what floor it is on:

TERM OF TENANCY:

RENT:

START OF TENANCY:

BANK DETAILS FOR RENTAL PAYMENT:

LANDLORD CONTACT DETAILS:

PHONE NUMBER:

EMAIL ADDRESS:

POSTAL ADDRESS:

The landlord shall let, and the tenant shall take the property for the term and rent stated in the particulars.

- The tenant guarantees the agreed rent to the landlord for the duration of the use of property even if the property remains empty.

- The landlord allows Aston Pearl to sublet the property in the case that Aston Pearl is not using the property. The same contract agreements apply as if Aston Pearl were inhabiting the property.
- Aston Pearl Limited will manage the above property for the Landlord and provide a general maintenance service unless the repairs are in excess of £200.
- Landlords will be responsible for all fixtures and fittings, non-removable chattels and chattels which are supplied at the time of this agreement, kitchen fittings and cooking facilities and electrical fittings and gas fittings.
- The landlord further gives notice to the tenant that the landlord may be entitled to possession of the property on ground 2 and 8 in part 1 of the schedule 2 of the Housing Act 1988 or any of the grounds in part 2 of that schedule (other than ground 9 or ground 16)
- Aston Pearl Limited is not responsible for the Landlord's mortgage payments or any other commitments on the property.
- THIS AGREEMENT is made on the day and year specified above of the particulars set out on this page of this agreement ("The Particulars") BETWEEN the landlord named above and the Tenant named above.
- The Landlord gives Aston Pearl the right to place an estate agency board - either a flag post board or a v-board whichever is best suited to the location.

1. The landlord agrees to let, and the tenant agrees to take ALL THOSE residential premises described above and the garden thereof ("the Property") together with the furniture and fitting referred to in the schedule attached here to for the term specified above in the particulars at the rent specified above in the particulars.

- 1.1 The expression shall mean all named persons in paragraph 3 of the particulars of the agreement whom by virtue of this Agreement are deemed to have been made by such persons jointly and severally.

TENANTS OBLIGATIONS

2. The tenant covenants with the landlord as follows: -

2.1 To pay the rent reserved in full and deduct any repairs made to the property by Aston Pearl Limited if instructed by the Landlord.

2.2 Forthwith upon the signing hereof to apply the appropriate statutory undertakers for the account in respect of the supply of electricity gas water and telephone (where applicable) to be transferred into the Tenants name and to pay all charges therefore promptly upon demand.

2.2.1 Immediately upon the expiry of the term to have the electricity gas and telephone meters read and to discharge forthwith all outstanding accounts in respect of such services

2.4 At the commencement of this Tenancy and upon the determination of the term to supply to the council tax of the Local Authority such details as are required to be furnished pursuant to the provisions of the Local Government Finance Act 1998

2.5 To pay all council tax assessments charges and impositions whatsoever now or hereafter assessed charged levied or imposed by an Act of Parliament or otherwise on the premises or any part thereof or on any estate owner landlord tenant or occupier in respect thereof and without prejudice to the generality thereof to pay the council tax due and owing from time-to-time pursuant provisions of the Local Government Finance Act 1998

2.6 To keep the property in use only as and for a private dwelling house in the occupation of the Tenant only and not to leave the same unattended during the term for any period exceeding 21 consecutive days without previous consent of landlord

2.7 To use the property in proper and tenant manner

2.8 To keep the premises in a habitable order, repairs and condition of the property are to be kept as they were at the commencement of the term except for natural deterioration of the property.

2.9 Not to make any alterations to the property nor to injure or damage any part thereof and without prejudice to the generality thereof not to fix to the walls of the premises any nails screws or hooks and not to mark the walls in any way by hanging of pictures or decorative objects.

2.10 Not to use the premises in any illegal or immoral purpose and not to do or permit any act or thing which may be a nuisance damage or annoyance to the landlord or the occupier of any neighbouring premises or property or which may vitiate any insurance maintained by the landlord in respect of the premises or increase any premium payable in respect thereof.

2.11 To make good repair and restore (or any landlords option pay for) any damage to the premises, or the furniture as shall be broken lost or damaged or destroyed during the Tenancy provided that nothing herein contained shall impose any obligation upon the Tenant which is imposed upon the landlord by Section 11 of the Landlord & Tenant Act 1985 as amended by Section 116 of the Housing Act 1988).

2.12 To maintain the garden and grounds of the premises in good order during this tenancy and to keep the trees reasonably pruned grass cut and hedges trimmed and not to cut down lop or remove any trees not to do any injury of Whatever nature to the shrubs nor alter the present arrangement of the garden and grounds without the consent in writing of the Landlord.

2.13 Aston Pearl Limited may only change the lock, during the tenancy, upon receiving the Landlords written consent.

2.14 Aston Pearl Limited agree that where blame cannot be given to tenant or landlord, the Tenant will be liable for replacing and making good of the breakage and damage.

2.15 The Tenant will be responsible to take precautions to prevent damage to the water system by freezing during the winter months and in the event of such damage caused by failure to take such precautions to forthwith effect all such repairs as may be necessary to reinstate the system in good working order and repair and make good any consequent damage that may be caused to the premises and the furniture by reason of the failure to take such precautions as aforesaid.

2.16 To use the drains and sanitary apparatus of the property in a proper manner and the Tenant will be responsible to immediately rectify any stoppage obstructions or damage caused thereto

2.17 The Landlord will be responsible to have all chimneys and flues (if any) in the premises cleaned and swept.

2.18 To give notice to the Landlord in writing forthwith of any damage disrepair or defect on the premises forthwith upon the same coming to the attention of the Tenant.

2.19 Not to carry out any redecoration of the premises or any part thereof without the previous consent of the Landlord.

2.20 The tenant will arrange any type of contents insurance for the Tenants personal possessions and the Landlord's Fixtures and fittings not covered by the Landlord's building insurance policy.

2.21 If a television is provided at the property the landlord is obligated to always ensure during the tenancy that there is a current valid television receiving licence in force in respect of any television set in the property whether belonging to the Landlord or the Tenant

2.22 To pay the costs of the Landlord's Agents including surveyors and solicitors fees on complete indemnity basis in respect of any breach or breaches of the covenants on the part of Tenant herein contained ant to

indemnity the landlord against any notices actions or claims that may be served upon the landlord by the landlord's superior landlord or any other interested party in respect of any breach or breaches of the tenants covenants and to pay the landlord's solicitors costs court fees and all other incidental expenses incurred by the landlord in recovering any arrears of rent or obtaining an order against the Tenant for possession of the property and/or damages for breach of any of the Tenants obligations herein contained.

2.23 Not to assign or charge the benefit of this Agreement or underlet or part with or share possession or occupation of the premises or the furniture or any part thereof.

2.25 Not to keep or be kept any animal or bird on the premises without the previous written consent of the landlord provided always that the landlord may at his absolute discretion withdraw the consent.

2.26 Not to remove the furniture from the premises and leave the same at the termination of the Tenancy in several rooms and places as described in the inventory and in the event of the premises not being delivered up in all respects as herein agreed the Tenant shall pay to the landlord the cost incurred by the landlord in cleaning and arranging the rooms in accordance with the inventory.

2.27 During the last three months of the term to permit any Estate Agents notices or boards and try other persons to be affixed to the property intimating that is to be let or sold.

2.28 During the last six weeks of the term to permit the landlord with or without agents and any other persons on reasonable notice to inspect the property at all reasonable times for the purpose of sale or mortgage of the property in any further letting of the property.

2.29 To permit the landlord and his agents or workmen as often as may be necessary during this Tenancy to enter into examine the state and condition of the property and allow and to give all facilities for carrying out of any work which may be necessary to maintain the structure thereof and to permit prospective future tenants to view the property at reasonable hours during this tenancy.

2.30 In the event of loss or damage to the property by fire or other causes immediately to inform the landlord and to give details thereof in order to enable the landlord to make his claim to the landlord's insurers. Aston Pearl Limited will not be responsible for any loss or cost in this event.

2.31 To perform and observe at all times during this tenancy the lessee's or tenants covenants (other than the covenants as to payment of rent and service charges) and the conditions and stipulations contained in the lease (The lease) under which the landlord holds the premises insofar as such performance and observance is not the sole responsibility of the landlord under the terms thereof and indemnify the landlord from the against all actions costs claims and demands arising out of any breach non – observance or non – performance thereof so as aforesaid provided always that the covenants conditions and stipulations aforesaid shall not operate so as to confer upon the tenant any right power or privilege which is not expressly granted by this Agreement

2.32 Not to do any act matter or thing which under the terms of the Lease requires the approval of the superior landlord (if any) without obtaining such approval an addition to any approval of the landlord required by the terms of this Agreement in all cases at the tenant's own expense whether or not such approvals are granted.

2.33 Not to play any music of any description whether by wireless or other instrument or to cause or permit and singing to take place in the property so as to cause annoyance to the landlord or the occupiers or owners of any adjoining or adjacent property or so as to be audible outside the property between hours of 11.00pm to 7.30am

2.34 Not to hang or permit to be hung or exposed and clothes or any articles upon the exterior of the property or in any garden except where expressly permitted by the landlord.

2.35 Not to obstruct any common passageways and staircases and staircases and hallways of the building nor place nor keep anything thereon or therein without the prior written consent of the landlord.

2.36 Not to affix blue-tac and Sellotape or any commercial variation on any internal walls without written permission from the landlord. Except for notices for tenants provided by Aston Pearl Limited.

2.37 At the expiration of this tenancy to deliver up the full and entire possession of the property in the same state of order state and condition as they were at the commencement of the term (except for fair wear and tear damage by any cause in respect of which the landlord may be reimbursed by insurers)

2.38 To pay all costs and expenses (including solicitors costs and surveyors' fees) incurred by the landlord in connection with the contemplation of and/or service of any notice under either section 146 or 146 of the law of Property Act 1925 notwithstanding that the right of re-entry or forfeiture may be waived by the landlord.

2.39 To pay the landlord's agents or the landlord the cost of preparing and pricing a schedule of Dilapidation (if such is necessary) following the expiry of the term together with any agents' charges in arranging a remedy any warrant or repair decoration otherwise.

2.40 To pay washing of all linen and washing and cleaning of all counterpanes loose covers blankets curtains and carpets which may have become soiled during this tenancy.

2.41 The tenant will use the landlord's fixtures and fittings in a tenant like manner and take proper care of the same and report any damage thereto to the landlord promptly and in the case of negligence or carelessness on the part of the tenant pay the landlord the cost of replacement or at the landlord's discretion repair of said fixtures and fittings in default of which the same can be recovered as rent in arrears and on the expiry or earlier termination of the tenancy to leave the landlords fixtures and fittings in a clean and tidy state and to pay for the cost of the dry cleaning the curtains at the property and where necessary the cost of shampooing the carpets therein

General Repair Conditions

2.43 Aston Pearl Limited will supply a general repair service, which includes:

Painting of walls if tenants have damaged or overused. Changing of any broken fixtures done by tenants. Cleaning of floors or rugs if overused. End of tenancy cleaning or change of tenancies between outgoing and new tenants. Small fixes such as change of fuses and sockets.

2.44 Aston Pearl Limited will not hold responsibility for any tasks related to plastering, brickwork, replacement of windows and frames, any form of roofing work, gates, fencing, border fencing, internal plumbing, and internal electric cabling, or any other structural work related to the building, or any external plumbing, guttering, or any external lighting or electrical fixtures. The responsibility for addressing and scheduling these repairs rests solely with the landlord, and such repairs should be scheduled or completed within forty-eight (48) hours of receiving notice of the forementioned issues.

2.45 Emergency Repairs: Unless Aston Pearl is obliged to handle emergency repairs, the Landlord is required to promptly address and rectify any emergency repair situations within twelve (12) hours of receiving notification of such emergency.

2.45.1 Non-Emergency Repairs: Unless Aston Pearl has been contracted to undertake such tasks, all non-emergency repairs should be scheduled for resolution within forty-eight (48) hours subsequent to receiving notification.

2.45.2 Failure to Comply With Repairs: If the landlord fails to complete the necessary repairs within the specified timeframes mentioned above, Aston Pearl reserves the right to undertake the repairs. The cost of such repairs shall be deducted from the rental agreement.

2.46 Repairs under £200: Aston Pearl shall be responsible for conducting and arranging repairs under the value of £200. The cost for these repairs shall be billed retrospectively.

2.46.1 Repairs over £200: For repairs exceeding £200, Aston Pearl will provide a detailed quote to the landlord. The landlord shall have 48 hours to respond and confirm their agreement. If no response is received within this timeframe, Aston Pearl will proceed with the repairs.

2.47 Aston Pearl will carry out repairs under £200 in the event that the repair is urgent and causing harm to the property without notice to landlord. All non-essential repairs will carry permission from landlord before repairs are commenced.

LANDLORDS OBLIGATIONS

3. The landlord HEREBY AGREES with the tenants as follows: -

3.1 That the tenant paying the rent and performing all agreement and provisions on the part of the herein contained they may quietly possess and enjoy the property during the term without any unlawful interruption from the landlord or any persons claiming under or in trust for the landlord

3.2 To insure or procure the insurance of the property in respect of all usual insurable risks

3.3 Landlords responsible to provide a working and serviced boiler to supply hot water and heating.

3.4 The landlord is obligated to complete or book in any repairs within 48 hours of notice given of any repairs that need completing. Failure to do so will result in Aston Pearl completing those repairs and the cost of which will be deducted from the next month's rental payment.

3.5 Aston Pearl may display a single advertising letting board at the property specified in this contract, unless specified otherwise by landlord.

3.6 HMO Licensing Requirement: When the property is leased under a House of Multiple Occupancy (HMO) agreement, it is incumbent upon the Landlord to furnish a valid HMO license to Aston Pearl at the time of the execution of this agreement. This HMO license must be valid and duly issued by the appropriate local council and the Landlord. The possession and provision of a valid HMO license is a mandatory requirement for the legality and enforceability of this agreement.

This serves to ensure that the property complies with all requisite standards and regulations pertaining to Houses of Multiple Occupancy, as laid out by local housing and building authorities. Any failure by the Landlord to provide such a license will be deemed a breach of this agreement, and appropriate remedies, as outlined in this agreement, shall be available to Aston Pearl.

3.6.1 Termination in Case of License Redundancy: If the HMO license becomes redundant or is not active, it shall be deemed illegal to rent the property out as an HMO. In such a situation, Aston Pearl reserves the right to cancel this contract and terminate the tenancy with immediate effect by providing written notice to the Landlord. From the date of the written notice, Aston Pearl shall not be liable for paying any further rent, as the contract will be deemed terminated with immediate effect. Done

3.6.2 Landlord's Responsibility for HMO License: The Landlord agrees that it is their responsibility to obtain and maintain a valid HMO license for the property. Failure to do so shall result in the termination of the lease agreement. The Landlord shall provide regular updates to Aston Pearl regarding the HMO license, including any changes or renewals, to ensure that Aston Pearl possesses the most current documentation related to the license.

3.7 Compliance with Certificate Regulations: For the safety and protection of all tenants, Aston Pearl strictly adheres to UK property regulations. It is imperative that landlords provide current gas, electric, and, where applicable, fire safety certificates before any tenant placement occurs. Failure to provide these certificates will result in a delay or withholding of rental payments until such documents are furnished. Under no circumstances can Aston Pearl place a tenant in a property without the appropriate, valid certifications, as doing so would be a breach of the law. Consequently, properties missing these vital documents will remain vacant until they are provided. Certificates can be promptly emailed to info@astonpearl.co.uk for verification.

We prioritise the safety of tenants and urge landlords to ensure full compliance with UK regulations. If previously arranged in writing, and with the landlord's express permission, Aston Pearl can facilitate the acquisition of the required gas and electric certificates for the landlord's convenience. Any associated fees for this service will be deducted from the subsequent rental payment. It is our joint responsibility to ensure all homes are safe and compliant, safeguarding both landlords and tenants.

3.8 Fire Safety Certificate Requirements: In accordance with UK legal regulations, it is essential for the Landlord to possess and maintain an up-to-date fire safety certificate when letting out certain types of properties. Specifically, properties that are categorised as Houses in Multiple Occupation (HMOs), buildings with communal areas, and certain other types of accommodations as specified by local council guidelines, are mandated to have a valid fire safety certificate. It is the responsibility of the Landlord to ensure that such a certificate is obtained and is compliant with all relevant regulations prior to the commencement of any tenancy agreement. If the Landlord fails to present a compliant fire safety certificate, rental payments shall be withheld or delayed until the appropriate certification is in place. Recognising the significance of this requirement, Aston Pearl, for the convenience of the Landlord, offers a service to facilitate the procurement of a fire safety certificate. Any associated fees for this service will be deducted from the rental payment of the subsequent rent cycle. Ensuring compliance with this stipulation not only safeguards the safety of the tenant but also ensures a smooth and lawful tenancy process.

4. PROVIDED ALWAYS AND IT IS MUTUALLY AGREED:

4.1. That in case of non-payment rent within thirty days of the due date whether legally demanded or not or if the tenant shall have a receiving order in bankruptcy made against him or compound with his creditors or in the event of any breach or non – performance by the tenant of any of the covenants and provisos on the tenants part herein contained then the landlord may re- enter and take possession of the premises together with the furniture and that thenceforth the term shall cease and shall be determined but without prejudice to any antecedent claim which the landlord may have against the tenant

4.2. Where two or more persons are included in the expressions “the landlord” and “the tenant” covenants entered into or made or accepted by such persons shall be deemed to be contracted jointly and severally and to be performed accordingly and where the context requires the singular includes the plural and the masculine includes the feminine and vice versa

4.3. Reference to the landlord includes the landlord’s agent appointed by the landlord and notified to the tenant

4.4. Reference to any Act of Parliament include references to any statutory modification or re-enactment for the time being in force and subordinate legislation or by- law regulations made there under

4.5. That this Agreement is intended to create an Assured Short hold Tenancy as defined in section 20 of the Housing Act 1988 and the provisions for the recovery of the possessions by the landlord in section 21 thereof apply accordingly

4.6. Any notice to be given hereunder shall be deemed to property given if sent by first- class or registered post addressed if given to the landlord by name at the address stated in the paragraph 2 of the particulars or to his agents

5. TERMINATION OF CONTRACT:

It is mutually agreed that:

5.1 The Landlords must give two months’ notice to quit this agreement.

5.2 Aston Pearl Limited must give two months’ notice to the Landlord to quit this agreement.

5.3 If the property has been used for a council rental, Aston Pearl will give the council notice of termination of agreement. If the council delays in returning the property Aston Pearl will agree to pay monthly rental until the property is handed back at the same agreed rental rate as per this contract. Aston Pearl agree to work with the council to remove the existing tenant if needed.

Landlord/Acting Agent Name: _____

SIGNED by the above named _____ **[Landlord/Acting Agent]**

Tenant Name: Aston Pearl Limited

On behalf Of Aston Pearl _____ **[Tenant]**

SIGNED by the above name _____

Dated: _____