

# **ASSURED SHORTHOLD TENANCY AGREEMENT: Room 2, 42** **Norwood Road, Shipley**

For letting a dwelling on an Assured Shorthold Tenancy  
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

**This agreement is dated:** 19<sup>th</sup> July 2023

(This date should not be completed until all parties have signed the Agreement and want it to come into effect)

This Agreement contains the terms and obligations of the Tenancy. It sets out the legally binding obligations that will be placed upon you (the Tenant) and us (the Landlord) once the following has occurred:

1. The Agreement is dated above.
2. All Initial Funds referred to within this Agreement have been received by us in cleared funds.

You should read this Agreement carefully to ensure you are prepared to agree to it all and that it contains everything you require.

This Agreement is an Assured Shorthold Tenancy (as defined in Section 19A of the Housing Act 1988). The repossession arrangements in Section 21 of the Housing Act 1988 apply to this Agreement. This means that you cannot claim any legal rights to stay on once we have ended the Tenancy and a court order says you must leave.

If you do not understand this Agreement, or anything in it, then you should ask for an explanation before signing it. Alternatively, you should consider consulting a solicitor, Citizen's Advice Bureau, or Housing Advice Centre for assistance.

This agreement is made the 19<sup>th</sup> July 2023

## **1 Particulars**

### **1.1 Parties**

#### **1.1.1 The Landlord**

William Ian Nixon of WillWood Developments

Correspondence Address:

Willwood Developments

1 Hanover Way, Burley in Wharfedale, Ilkley, LS29 7NU

07868 6562549

[will@willwoodgroup.com](mailto:will@willwoodgroup.com)

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

#### **1.1.2 The Tenant**

Rumbidzai Mashavave  
[rmashavave@gmail.com](mailto:rmashavave@gmail.com)  
07473159514

1.1.3 Permitted Occupiers:

Those persons defined as permitted occupiers do not have any rights or obligations as per the Tenant listed in clause 1.1.2 and are only permitted to reside at the Property with the permission of the Landlord. Nobody else, including any children, are allowed to live in the Property without our written permission

1.1.4 Relevant Person:

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person. For this tenancy there is no Relevant Person as the Deposit is provided by the Tenant.

The parties listed above agree that the Landlord may provide their name, address and other contact details to third parties including, but not limited to contractors, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.2 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.3 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum right of occupancy of six months).

**1.4 Property**

1.4.1 The Property situated at and being Room 2, 42 Norwood Road, Shipley, BD18 2AZ together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

**1.5 Term**

1.5.1 The Term shall be from and including 22<sup>nd</sup> July 2023 to and including 21st December 2023 and then the tenancy continues as a Monthly contractual periodic until ended following either party giving Notice. Please see clause 2.5 as it contains important information about

what you must do to end the tenancy.

- 1.5.2 The "Term" is to include any periodic continuation of the tenancy beyond the fixed term

## **1.6 Rent**

- 1.6.1 The Rent shall be £600 (six hundred pounds) Monthly payable in advance

- 1.6.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Bank by banker's standing order or such other method as the landlord's bank shall require.

From	To	Total Rent
Start of Tenancy 22 <sup>nd</sup> July 2023	End of Tenancy 21 <sup>st</sup> December 2023	Payment of £600 per calendar month

- 1.6.3 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

- 1.6.4 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

- 1.6.5 It is agreed that if the Landlord accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

- 1.6.6 Rent Increase

- 1.6.6.1 If for any reason the Tenant remains in possession of the Property, or the lawful Tenant of the Property, for more than 6 months, the Rent may be subject to an increase once each year.

- 1.6.6.2 The rent increase will be fair, realistic and in line with average local rents.

## **1.7 Deposit**

- 1.7.1 The Deposit of £600 will be paid by the Tenant.

- 1.7.2 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.

- 1.7.3 Subject to The Tenancy Deposit Scheme (The TDS) Terms and

Conditions, the Deposit will be refunded within 10 days, less any deductions, once the following have been completed:

1.7.3.1 the tenancy has ended and possession of the Property has been returned to the Landlord and

1.7.3.2 all keys have been returned to the Landlord and

1.7.3.3 both parties have confirmed their acceptance of any Deposit deductions and

1.7.3.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.

1.7.4 The Deposit is not transferable by the Tenant in any way.

1.7.5 The Deposit will be protected by The TDS in accordance with the Custodial Terms and Conditions of The TDS. The Custodial Terms and Conditions and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process can be found at <https://custodial.tenancydepositscheme.com/tools-and-guides/user-guides/all-users/tds-custodial-scheme-rules/>.

1.7.6 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit, the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.

1.7.7 The Deposit will be refunded, less any deductions, to any one of the parties forming the Tenant and this will be considered a full refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.

## **1.8 Rights of Third Parties**

The parties intend that no clause of this agreement may be enforced by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **2 Legal Notices**

### **2.1 Section 47**

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1.1 of this agreement. An address within England and Wales for service of notices is as in clause 2.2.

### **2.2 Section 48**

Until you are informed in writing to the contrary notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of notices (including notices in proceedings) is as follows:

Willwood Developments

1 Hanover Way, Burley in Wharfedale, Ilkley, LS29 7NU

07868 6562549

If the Tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.

## **2.3 Notice service**

2.3.1 Any notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:

2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or

2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or

2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.

2.3.2 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:

2.3.2.1 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or

2.3.2.2 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.

2.3.4 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

## **2.4 Post and Notices Received**

2.4.1 The Tenant agrees to forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord without delay. If a relevant Local Authority gives notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord as is appropriate to the situation.

## **2.5 Break Clause**

2.5.1 This agreement creates a single tenancy that starts with a fixed term and then becomes periodic. This would normally guarantee both parties the rights and obligations for the fixed term and a minimum of one period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed term (the date quoted in 1.5.1 as "to and including").

2.5.2 The Landlord may bring the tenancy to an end, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.

2.5.3 The Tenant may bring the tenancy to an end, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause. While the tenancy is periodic the one month's written notice must expire the day before a Rent Due Date.

## **2.6 Unspent Convictions**

2.6.1 The Tenant agrees to notify the Landlord's Agent of any convictions during the Term of this tenancy so that the Landlord can appropriately notify the insurance company.

## **3 Possession**

3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

3.1.1 the Rent or any part of it is in arrears, whether formally demanded or not, or

3.1.2 the Tenant is in breach of any of the obligations under this agreement, or

3.1.3 any of the grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement), or

3.1.4 a notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause).

Tenants who are unsure of their rights should seek advice.

## **4 Tenant's Obligations**

The Tenant agrees to:

### **4.1 Payments**

4.1.1 Pay the Rent on the day and in the manner specified.

4.1.2 Unless you reside in an HMO property, the tenant agrees to pay a fair proportion of all charges, based on the length of the tenancy, including

water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.
- 4.1.4 Unless you reside in an HMO property, the tenant agrees to pay, the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless and until the tenancy is lawfully terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the Property.
- 4.1.5 Notify the relevant authorities and arrange and pay final accounts on possession being returned to the Landlord.
- 4.1.6 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.7 Pay the Landlord or agent for the reasonable cost of replacing the locks and cutting new keys if any keys are lost or not returned to the Landlord when the Tenant moves out.
- 4.1.8 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.9 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.10 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the Property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the Property. Those allowed to live in the Property are specified in clause 1.1.3.
- 4.1.11 Pay the full costs of any action taken for breach of contract or possession of the Property, including court fees and all other associated costs, limited only if the court set an amount this is reclaimable.
- 4.1.12 Where the Tenant requests a repair and on inspection the problem has

been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances), the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.

- 4.1.13 Where the Tenant agrees an appointment for a contractor to visit, the Tenant agrees to pay any costs incurred if they fail to keep that contractor appointment.

## **4.2 Repairs**

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance, the Tenant agrees to get the chimney swept as often as needed.
- 4.2.7 The Tenant agrees to test all smoke and carbon monoxide alarms on a weekly basis, to clean the alarms on a three month basis using the soft brush of a vacuum cleaner and to replace replaceable batteries as and when necessary.

## **4.3 The Property**

- 4.3.1 Promptly notify the Landlord in writing by letter to the address in para 2.2, or by email to the address in para 1.2, when the Tenant becomes aware of:
- 4.3.1.1 any defect, damage or want of repair in the Property including any shared rights of access, stairways, communal parts, paths and drives., other than such as the Tenant is liable to repair in 4.2.1 above,



4.3.1.2 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.

4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.

4.3.3 Use the Property in the manner a responsible and conscientious tenant would.

4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.

4.3.5 Not remove any of the Landlord's possessions from the Property or store them in the cellar or outside the main dwelling.

4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the Property.

4.3.7 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.

4.3.8 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include, but not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.

4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.

4.3.10 Not permit any visitor to stay in the Property for a period of more than three weeks within any three month period.

4.3.11 Permit the Landlord or others, after giving 24 hours written notice and at reasonable hours of the daytime, to enter the Property:

4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties, or

4.3.11.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale, or

4.3.11.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.

4.3.12 Where the Landlord has served a valid written notice of the need to enter to view the state and condition or to effect repairs (except in case of emergency when access shall be immediate),

the Tenant agrees to them using their keys to gain access if the Tenant is unable to grant access to the Landlord.

- 4.3.13 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord when possession is returned to the Landlord.
- 4.3.15 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.16 Keep the Property, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.17 Not block ventilators provided in the Property.
- 4.3.18 Report to the Landlord any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.19 Not use any gas appliance that has been declared unsafe by a statutorily approved contractor, or disconnected from the supply.
- 4.3.20 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, electric heater or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.21 Be responsible for ensuring that any television is used correctly.
- 4.3.22 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.23 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.
- 4.3.24 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.25 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 4.3.26 The Tenant agrees that all improvements, alterations, fixtures and internal finishes and additional services made or installed by the Tenant remain with the Property to the benefit of the Landlord. This does not prevent the Landlord charging for restoring the Property back to the condition it was at

the commencement of the tenancy, fair wear and tear accepted.

- 4.3.27 Comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the tenancy and notify the Landlord's Agent promptly if such control measures cannot be adhered to.
- 4.3.28 Not keep any cats or dogs on the Property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.29 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.30 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.31 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.
- 4.3.32 Keep the mattress protector provided by the Landlord on the mattress at all times during the tenancy. If at the end of the tenancy the mattress is stained or damaged, the cost to repair or replace the mattress will be deducted from the deposit.

#### **4.4 General**

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property subject only to the design and construction limitations of the building.
- 4.4.3 The Tenant shall not carry on any profession, trade or business at the premises including a "home business" as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section), nor allow anyone else to do so, without the prior written consent of the Landlord
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).

- 4.4.6 Promptly notify the Landlord if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as listed in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.9 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 4.4.10 Check the inventory and report any errors/deficiencies to the Landlord, returning a copy with any annotations/corrections as necessary within 7 days.
- 4.4.11 Not change the supplier of utility services without approval from the Landlord. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord with the new supplier's details including the Property reference number.
- 4.4.12 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.13 Ensure that all adult occupiers of the Property maintain a "Right to Rent" as defined by the Immigration Act 2014 at all times during the Term.
- 4.4.14 Not alter the operation of, or disable, the smoke alarms.
- 4.4.15 Not disable or alter the operation ~or code of the burglar alarm.
- 4.4.16 Be responsible for maintenance of the burglar alarm.
- 4.4.17 Not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.

#### **4.5 Fair Usage**

- 4.5.1 Where the Landlord has agreed to pay gas, water and/or electricity bills for the Tenant, then the Tenant is required to consume the same in a reasonable and efficient manner. Any abuse of these supplies will be charged directly or proportionally to the Tenant. The maximum usage allowed per annum is shown below. If your contract duration is less than a year, these figures will apply on a pro-rata basis. If you exceed these limits, we reserve the right to apply a Supplemental Charge to cover the

difference. Any supplemental charge will be added to the tenant's account and if not paid during their tenancy period, would be deducted from their deposit when they move out.

No. of Occupants	Max Annual Gas Usage per Premises (kWh)	Max Annual Electricity Usage per Premises (kWh)
1	10,000	2,500
2	15,000	3,500
3	18,000	4,500
4	20,000	5,000
5	25,000	6,000
6	30,000	7,000
7	35,000	8,000
8	40,000	9,000
9	45,000	10,000

#### **4.6 Insurance**

- 4.6.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.6.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

#### **4.7 End of tenancy**

- 4.7.1 Return possession of the Property in the same good clean state and condition as it was originally provided to the Tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.7.2 Return all keys to the Property to the Landlord on the last day of possession (or sooner by mutual arrangement).
- 4.7.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.
- 4.7.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.

- 4.7.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.7.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.7.7 The Landlord is not liable to compensate the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.

#### **4.8 Occupier's Liability**

- 4.8.1 You are responsible for verifying the suitability of the Property, and any communal parts of the Building that you share, for you including but not limited to any gardens, fences, ponds or outbuildings you share access to, especially in relation to the safety of pets and young children.
- 4.8.2 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Building and protect them (especially children) from any hazards at the Building, for example but not limited to ponds, swimming pools, fences and electric gates.

### **5 Landlord's obligations**

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for any alternative accommodation.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.
- 5.6 That 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.

- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 5.9 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
- 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
- (b) to keep in repair and proper working order the installations in the dwelling-house 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
- (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

## **6 Tenancy Deposit Service Prescribed Information**

- 6.1 The contact details for this scheme are as follows:
- |                   |  |
|-------------------|--|
| Name:             | TDS Custodial                                      |
| Address:          | PO Box 1255<br>Hemel Hempstead<br>Herts<br>HP1 9GN |
| Telephone number: | 0300 037 1001                                      |
| Email Address:    | info@tenancydepositscheme.com                      |
| Website:          | www.tenancydepositscheme.com/                      |
- 6.2 Custodial Terms and Conditions from The TDS for can be found at [www.tenancydepositsscheme.com](http://www.tenancydepositsscheme.com).
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.7.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the alternative dispute resolution service, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (i.e. claims by only one party) in Schedule 10 of the Housing Act 2004 as amended. See the attached Custodial Terms and Conditions for further information.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to the scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim. See the Custodial Terms and Conditions at

[www.tenancydepositsscheme.com](http://www.tenancydepositsscheme.com) for further information.

- 6.6 The scheme offer free dispute resolution for deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applications should be made to The TDS).
- 6.7 The Deposit value is as per clause 1.7.1.
- 6.8 The address of the Property is as per clause 1.4.
- 6.9 The contact details of the Landlord are as per 1.1.1.
- 6.10 The contact details of the Tenant are as per clause 1.1.2.
- 6.11 Information about any Relevant Person is in clause 1.1.4.
- 6.12 The reasons for possible deductions from the Deposit are listed in clause 1.7.4.
- 6.13 The Lead Tenant for this tenancy will be Rumbidzai Mashavave. The parties forming the Tenant declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the Custodial Terms and Conditions of The TDS.

## **7 Housing Benefit**

- 7.1 The Tenant agrees that the appropriate authority may discuss with the Landlord the details of any Housing Benefit, Council Tax or Universal Credit claims made at any time in relation to the renting of the Property.
- 7.2 If the Landlord so requires and the rules allow it, the Tenant consents to any Benefit being paid directly to the Landlord.
- 7.3 The Tenant agrees to refund to the Landlord any Benefit overpayment recovery which is sought from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord.

## **8 Guarantors**

- 8.1 If there is a guarantor for this Agreement you must tell us as soon as you become aware that any guarantor has died, become bankrupt or cancels the guarantee. For the avoidance of doubt, a guarantor is someone other than a Tenant who has agreed to guarantee your financial obligations (including, but not limited to, the Rent and any losses we incur as a result of you breaching this agreement) under this Agreement.
- 8.2 If it is reasonable for us to do so, within two months of us learning about this we can give you notice in writing to find a new guarantor within 28 days. We must be satisfied with your choice of guarantor. We will give you reasons as to why we need a new guarantor. That guarantor must then, within 28 days, sign a new guarantee including the same terms as the previous guarantee. This guarantee will then apply from the date the previous guarantee came to an end.

## **9 Conditions Specific to a House in Multiple Occupation (HMO)**



- 9.1 You, any Permitted Occupiers, and or any guests you bring to the Building must not impede us, our contractors in the performance of the duties imposed on us by legislation or a licence condition (if one applies). For the avoidance of doubt, this includes, but is not limited to, refusing us, our contractors access at reasonable times to perform our management duties.
- 9.2 You must ensure that any rubbish and or recyclable waste, is stored and disposed of in the appropriate receptacle as instructed by the local authority.
- 9.3 You must inform us if the receptacles we, or the local authority have provided for waste disposal are insufficient to store all the waste in the Building.
- 9.4 You must provide us with any reasonable information we, our Agent, and or local authority require in the performance of our HMO management duties.
- 9.5 You must comply with any reasonable requests or instructions we, our Agent, or the local authority make to you in the performance of our HMO management duties.

## 10 Definitions

- 10.1 “*Building*” means the self-contained flat or house within which the room we let to you is located. It also includes any part or parts of the Building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. For the avoidance of doubt, where obligations refer to the Building they are also referring to the Property.
- 10.2 “*Contents*” means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.
- 10.3 “*Emergency*” means where there is a risk to life or damage to the fabric of the Building or the Contents.
- 10.4 “*Fixtures and Fittings*” includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.
- 10.5 “*House in Multiple Occupation/HMO*” means that this Building is let to a group of three or more people where at least two people are unrelated.
- 10.6 “*Initial Funds*” are funds that must be paid by the dates specified to make this Agreement binding on all parties. These Initial Funds are detailed in the Tenancy Agreement and include the initial payment for Rent.
- 10.7 “*Inventory*” is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property and Building as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.
- 10.8 “*Joint and Severally Liable*” means where there are two or more Tenants, you will

each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group.

- 10.9 "*Landlord*" includes anyone entitled to possession of the Property under this Agreement.
- 10.10 "*Permitted Occupier*" means a person who is not a party to the Tenancy, and for the avoidance of doubt is not a Tenant. They have no rights to the Property but have been granted permission to occupy the Property as a guest for a period of time during this Tenancy by the Landlord.
- 10.11 "*Policy*" means any insurance policy held by us for the Property or Contents.
- 10.12 "*Property*" means the specific room which we are letting to you within the larger Building.
- 10.13 "*Rental Period*" means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.
- 10.14 "*Schedule of Condition*" is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.
- 10.15 "*Superior Lease*" sets out the promises we have made to our superior landlord. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property, giving them the right to possession of the Property at the end of our lease.
- 10.16 "*Tenancy*" means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.
- 10.17 "*Us*" "*our*" "*we*" means the Landlord.
- 10.18 "*Working Day*" does not include Saturdays, Sundays and Bank Holidays.
- 10.19 "*You*" "*your*" means the Tenant.
- 10.20 "*Guarantor*" the Guarantor, if there is one, guarantees that the Tenant will meet his obligations under this Agreement. During the tenancy, the Tenant(s) named on this agreement will pay the rent and meet the conditions of this Agreement. If the Tenant does not meet their responsibilities under this Agreement, the Guarantor will pay the losses lawfully due to the Landlord on demand. The Guarantor will also pay the Landlord's reasonable legal costs in taking anyone who is involved in this Agreement to court to get a court order for regaining possession of the Property, or compensation for losses the Landlord has suffered under this Agreement. The Guarantee will stay in force for as long as the Tenant continues to live in the Property and until the tenancy has ended.

References to the singular include the plural and references to the plural include the singular.

The Landlord signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

NAME(S) OF LANDLORD(S):	William Nixon
SIGNATURE(S) OF LANDLORD(S):	

**The Tenant is advised to ensure they have read and understood this agreement before signing it.**

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief.

NAME OF TENANT	Rumbidzai Mashavave
SIGNATURE(S) OF TENANT(S):	
NAME OF GUARANTOR (IF APPLICABLE)	
SIGNATURE OF GUARANTOR (IF APPLICABLE)	

## Document signed by

*Tenant* Rumbidzai Mashavave

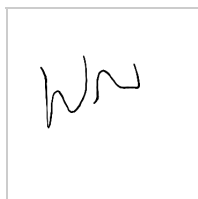
*Signature*

A square box containing a handwritten signature in black ink. The signature is stylized and appears to be 'Rumbidzai Mashavave'.

*Date* 20-07-2023

*Landlord* Will Nixon

*Signature*

A square box containing a handwritten signature in black ink. The signature is stylized and appears to be 'Will Nixon'.

*Date* 20-07-2023

This document was eSigned using COHO