

ASSURED SHORTHOLD

TENANCY AGREEMENT

For Letting a Residential Dwelling house

1. This Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. This Agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
3. A notice of assured shorthold tenancy need no longer be served on the Tenant for new tenancies created on or after February 28, 1997.

Note for Tenants

This Agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the agreed term. This Agreement may not be terminated early unless the Agreement contains a break clause, or written permission is obtained from the Landlord.

If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

Landlord Tenant

**Assured Shorthold Tenancy Agreement
For Letting a Residential Dwelling House**

Date	29 March 2008
Landlord(s)	Mr Colin John Chewter and Mrs Helen Louise Chewter
Landlord(s) Address	Woodpecker Nursery Sack Lane Bognor Regis West Sussex PO22 9PE
Tenant(s)	Mrs Carol Crumpler and Mr John Crumpler
Permitted Occupant(s)	
Property	Jacamar Sack Lane Bognor Regis West Sussex PO22 9PE
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the inventory
Term	For the term of 12 months. For the purpose of this agreement "The Term" shall include any extension or continuation of the fixed Term
Commencing on	29 March 2008
Expiring on	28 March 2009
Rent in figures	£950.00 per calendar month
Rent in words	Nine Hundred and Fifty Pounds per calendar month
Payment	In advance by equal monthly payments on the 29th day of every month by standing order
Deposit in figures	£1,515.00
Deposit in words	One Thousand Five Hundred and Fifteen Pounds

- 1 The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the rent payable as above.

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2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay the Landlord for any breach of those obligations. The landlord shall keep the Deposit, the interest on which shall not accrue to the Tenant. It is agreed that this sum shall not be transferable by the tenant in any way, and at any time against the rent. The balance of the deposit is to be paid to the Tenant no sooner than seven working days of the tenants' departure from the tenancy following the expiration of the tenancy. Any deduction of the deposit will be subject to the full and final Check-Out Report. In the event, that the parties do not agree upon the findings of the Check-Out and the deposit is in dispute, the parties agree to be bound by independent arbitration or by order of the court. The tenant agrees to pay the Landlord any commission fees lost, or any reasonable costs incurred by the landlord through the early termination of the tenancy by the tenant.
3. **The tenant agrees with the landlord:**
- 3.1 To pay the Rent on the days and in the manner specified above to the Landlord.
- 3.2 On the anniversary of the commencement of the initial term the Tenant agrees to a 3% rent increase to the rent previously payable for any subsequent period of the tenancy and on the anniversary of that date thereafter.
- 3.3 To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges including the emptying of septic tanks and cess pits, gas, electric, light, television licence (if applicable) and telephone (if any) relating to the Property), including any which are imposed after the date of this Agreement but related to the tenancy and to pay the total cost of any reconnection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key.
- 3.4 Not to damage or injure the Property and Contents or make any alteration or addition to it, fair wear and tear and damage by accidental fire always excepted. Any redecoration is to be made only with the prior written consent of the Landlord or the Landlord's Agent. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent.
- 3.5 Not to leave the Property vacant for more than 20 consecutive days without prior notice to the Landlord, and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended.
- 3.6 To keep the interior of the Property and Contents in good clean condition and in complete repair (damage by accidental fire and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy.
- 3.7 Keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 3.8 To immediately pay the Landlord or his agent the value of replacement of any furniture or effects lost or damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property.
- 3.9 To ensure that all the carpets and all the curtains (including nets), are professionally cleaned at the termination of the tenancy and that the receipts for such cleaning are provided to the Landlord accordingly. If proof of such cleaning is not produced to the Landlord within three days of termination of the tenancy the Landlord will have the carpets and the curtains professionally cleaned, the cost being the liability of the tenant.
- 3.10 Not to hang any washing, clothes or other articles outside the Premises otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item of furniture or room heater
- 3.11 To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.

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- 3.12 That the Landlord or any person authorised by the Landlord or the Landlord's Agent may at reasonable times upon prior appointment (unless in the case of an emergency) enter the property for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair, maintenance or repainting.
- 3.13 Not to assign, or sublet, part with possession of the Property, or to let any person other than immediate family live at the Property.
- 3.14 To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.
- 3.15 Not to receive paying guests or carry on or permit to be carried on any business, trade or possession on or from the Property.
- 3.16 Not to do or permit or suffer to be done in or on the property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase.
- 3.17 Not to keep any animals or birds or other living creatures on the Property without the Landlord's written consent. Where the Landlord gives such consent then the Tenant agrees to pay an additional deposit, the amount of which will be determined by the Landlord. The Tenant also agrees to have the premises professionally cleaned with de-infestation cleaner at the termination of the tenancy and to provide a paid invoice to the Landlord as proof of compliance with this clause.
- 3.18 To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries, neat tidy and properly tended at all times and not remove any trees or plants and to keep any garage in good order.
- 3.19 To replace all broken glass in doors and windows damaged during the tenancy.
- 3.20 Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord.
- 3.21 Not to use the Property for any illegal or immoral purpose.
- 3.22 Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's consent.
- 3.23 To take all reasonable precautions to prevent damage by frost.
- 3.24 Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. Where applicable the landlord will provide a copy of the Headlease.
- 3.25 In order to comply with the Gas and Safety Regulations, it is necessary
- 3.25.1 That the ventilation provided for this purpose in the Property should not be blocked.
- 3.25.2 That brown or sooty build up on any gas appliance should be reported immediately to the Landlord.
- 3.26 Keep cleansed in good working order and free from obstruction all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts exclusively served to or forming part of the Premises and during the winter months to take adequate precautions to avoid damage by frost and freezing. To clear any stoppages or blockages when any occur in any of the drains, gutters, down pipes, sinks, toilets, or waste pipes and ventilation ducts that serve the premises.
- 3.27 Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- 3.28 The Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary.

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- 3.29 Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent upon prior appointment at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers.
- 3.30 To ensure that all carpets and curtains (including nets) are professionally cleaned at the termination of the tenancy and that the receipts for such cleaning are given to the Landlord accordingly. If proof of such cleaning is not produced to the Landlord within three days of the termination of the tenancy, the Agent or the Landlord will arrange for the carpets and curtains to be professionally cleaned and the cost of such works will be borne by the tenant.
- 3.31 The tenant(s) will not smoke nor permit any guest or visitor to smoke tobacco or any other substance in the Premises.
- 3.32 To hold insurance that the Landlord considers adequate to protect the Tenant's personal possessions and accidental damage caused by the Tenant to the fixtures and fittings and effects at the Premises as described in the Check-in Inventory and Schedule of Condition.
- 3.33 To pay to the Landlord or his Agent all reasonable costs and expenses incurred by the Landlord or his Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of: -
- 3.33.1 the recovery from the Tenant of any rent or any other money in arrears, (the Tenant will pay the Agent an administration fee of £25.00 plus vat.) for every letter written and sent in the course of chasing arrears.
 - 3.33.2 the enforcement of any of the provisions of this Agreement;
 - 3.33.3 the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings; (the Tenant will pay the Agent an administration fee of £35.00 plus vat)
 - 3.33.4 To pay the cost of any bank or other charges incurred by the Landlord or his agent if any cheque written by the Tenant is dishonored or if any standing order payment is withdrawn by the tenants bankers; (the tenant will pay the agent an administration fee of £25.00 +vat)

4 Distance Selling Regulations

- 4.1 The Tenant's rights to a seven working day cooling off period under the Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the Tenancy by signing the Tenancy Agreement and paying the Rent.

5 The Landlord agrees with the Tenant

- 5.1 Provided the Tenant shall pay the Rent and perform the obligations on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or the Landlord's Agent.
- 5.2 The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.
- 5.3 All necessary consents have been obtained to let the Property.
- 5.4 That he will pay for all assessments and outgoings in respect of the Property (except for council tax and charges for the supply of water and sewerage rates, gas or electricity, television license, light and power or the use of any telephone).
- 5.5 The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement and such non-compliance has not been remedied within 28 days or should the Rent be in arrears by more than fourteen days upon formal demand. This clause may be enforced subject to the provisions of the Protection from Eviction Act 1977 which requires the landlord to first obtain an order from the court before the tenant is evicted.


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5.6. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985.

5.7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy

5.8. "The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants and against each individually.

6. Stamping

6.1 The Tenant is under a legal obligation to pay for the stamping of this Agreement (Stamp Duty Land Tax) within 30 days of commencement and that unless and until stamped the Agreement cannot be used as evidence in court. Failure to stamp the Agreement could result in a substantial penalty.

7. Notices

7.1 The Landlord notified the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord at the address stated on this agreement.

7.2 The provisions as to the service of Notices in section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant(s) shall be sufficiently served if sent by ordinary first class post to the Tenant(s) at the tenanted property or the last known address of the Tenant(s) or left addressed to the Tenant(s) at the tenanted property. This clause shall apply to any Notices authorized or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

7.3 The Landlord notifies the Tenant that the Landlord may be entitled to possession of the Property on Ground 1 in Part 1 of Schedule 2 of the Housing Act 1988 and any of the Grounds in Part 2 of that Schedule other than Ground 9 or Ground 16.

8 Jurisdiction

8.1 This agreement will be subject to the jurisdiction of the Court in England and Wales.

9 Addendum

9.1 The property is let together with special conditions (if any) listed on the first schedule hereto.

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Landlord Tenant

SIGNED by the Landlord(s)

Dated: 26.3.08

In the presence of:

Witness Name: PETER FRETWELL

Witness Address: DILHAN HOUSE

REDTHORN WAY, CLAYPOLE

Witness Signature

SIGNED by the Tenant(s):

Dated: 26/03/08

Witness Name: PETER FRETWELL

Witness Address: DILHAN HOUSE

REDTHORN WAY, CLAYPOLE

DEBARK ALCOB SAZ

Witness Signature

Initials

Landlord Tenant

FIRST SCHEDULE

ADDENDUM TO THE AGREEMENT

It is agreed further that the Tenant may end this agreement by giving one calendar month's notice in writing to the Landlord's Agent after the first six months. The notice must be given in line with the contract date.

It is agreed further that the Landlord, or his Agent, may end this agreement by giving two calendar months' notice in writing to the Tenant after the first six months. The notice must be given in line with the contract date.

It is agreed further that the Tenant is permitted to keep two cats at the property on the understanding that the carpets are professionally cleaned at the end of the tenancy and the receipts must be made available to the Landlord or his Agent. An additional deposit of £200.00 must be paid immediately. The sum of £100.00 will be retained from the tenant's deposit. This will be used if pest control is necessary, or it will be refunded one month after the end of tenancy.

It is further agreed that the tenants will have no access to the loft space.

The tenants should be aware that under no circumstances is any vehicle to be left in the shared driveway either by the tenants or visitors to the premises.

SIGNED by the Landlord(s)

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[Redacted Signature]

Dated: 26.3.08

SIGNED by the Tenant(s)

.....
[Redacted Signature]

Dated: 26/03/08

Initial

Landlord Tenant