

ASSURED SHORTHOLD TENANCY PURSUANT TO THE PROVISIONS OF THE HOUSING ACTS 1988 AND 1996

PREMISES : 44a Summerley Lane, Summerley, Felpham,
Bognor Regis, West Sussex PO20 7HZ

LANDLORD : L E Walwin & Partners Limited of 96a Limmer
Lane, Felpham, Bognor Regis, West Sussex PO22
7LF at which address notices may be served on the
Landlord by the tenant

TENANT : Mr Roy Edwin Beaney of 16 Green Court, St
Catherines Road, Littlehampton, West Sussex
BN17 5HR

TERM : A term certain of six months from the
Commencement Date

**COMMENCEMENT
DATE** : From and including the 24th day of **NOVEMBER
2004**

TERMINATION DATE : To and including the 24th day of **MAY 2005**

RENTAL PERIOD : Monthly

RENT : £675.00 (**Six hundred & seventyfive pounds only**)
for each Rental Period payable in advance on the
first day of each such Rental Period from the
Commencement Date and the rent shall be paid by
way of Direct Debit or Standing Order direct into
the Landlord's bank account

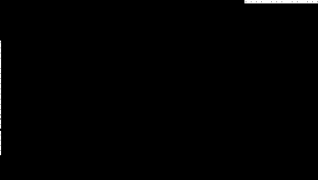
1. The Landlord lets and the Tenant takes the Premises for the Term at the Rent specified above.
2. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions printed overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" overleaf.

3. This Agreement is intended to give rise to an assured shorthold tenancy as pursuant to the provisions of the Housing Act 1988 as amended by the Housing Act 1996.
4. The Tenant shall pay to the Landlord on the signing of this Agreement a deposit of **£1350.00 (One thousand three hundred & fifty pounds only)** and the first payment of rent. The Tenant shall pay the deposit to the Landlord who shall hold the same without interest for the term or until vacant possession shall be obtained of the whole of the Property. The deposit or the balance thereof shall (subject to the proviso below) be returned to the Tenant within 30 days of the expiry of the Term except where any dispute arises subject to such deduction as the Landlord shall in his discretion make therefrom in respect of and in order of (a) any monies due pursuant to Clause 1.10 hereof (b) any arrears of rent (c) the cost of making good any damage or disrepair of the property and (d) any other monies owed by the Tenant to the Landlord. In any event if the tenant has received through the course of the tenancy or any extension of it rent allowance, rent benefit or any other assistance with the payment of rent, from any public or Local Authority then it shall be a condition of precedent to the refund of any rent or deposit to the tenant that the Landlord is in receipt of written confirmation from the Authority from whom such rent allowance, rent benefit or otherwise was received that there has been no over payment by that Authority to the Landlord.
5. This tenancy does include the use of the Landlord's furniture and effects.

DATED this 24th day of NOVEMBER 2004

SIGNED by the Tenants

.....Mr Roy Edwin Beaney

in the presence of: .....

Name..........

Address.....118 - 120 The Hornet.....

.....Chichester, PO19 7JR.....

NOTES

1. If the Tenant remains in possession after the expiry of the Term, and no new tenancy comes into being, the Tenant becomes entitled to a Statutory Periodic Tenancy which the Landlord can bring to an end after serving on the Tenant not less than 2 months' notice stating that the Landlord requires possession of the Premises and the Tenants are also required to give 2 months' notice. This note is for guidance only and has no contractual effect.

GENERAL TENANCY CONDITIONS

1. The Tenant will:-
 - 1.1. Pay the Rent to the Landlord at the times and in the manner specified and in the event of such payment being received by the Landlord after this date then in addition the Tenant shall pay interest at the rate of 15 per centum per annum for each day that payment is late in respect of all monies outstanding.
 - 1.2. Pay for all charges incurred in respect of the occupation of the premises including but not exclusively use of the telephone (if any) the payment for gas electricity fuels oils and other mains services and water rates and any water service charges (including meters if any) levied on the premises and the Tenant's Council Tax or any other taxes levied on the property or the occupier of it and to pay for the television licence. All such accounts to be transferred into the Tenants name upon the signing hereof and the Landlord shall upon the determination of this agreement under whatever circumstances be entitled at their discretion to pass on to utility companies the tenant's forwarding address and the tenant shall be taken to have consented to this by the signing of this agreement..
 - 1.3. At all times keep the interior of the property (including all the doors locks windows window frames and glass therein) in as good and tenantable state of repair decoration and condition as the same are now (fair wear and

tear accepted) and in particular to clear and repair or replace (where necessary) any of the sinks sanitary fittings cisterns drain waste or soil pipes or other installations as may be damaged blocked or broken by any act neglect or omission on the part of the Tenant or visitors and such neglect or omission shall be presumed in the Landlord's favour, subject to the Tenant proving contrary all sums incurred by the Landlord shall be payable on demand by the Tenant

- 1.4. Not damage or injure the Premises or make any alteration or additions to the Premises or the gas or electricity meters.
- 1.5. Permit the Landlord or the Landlord's employees to enter the Premises at all reasonable times to inspect the same and the Landlord's furniture and effects therein (if any) and to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider to be necessary and during the last three months of the term or earlier if the landlord wishes to sell the property to permit a notice to be affixed to the front of the property intimating that the property is for sale or let and further permit the prospective tenants and purchasers (subject to written authority from the Landlord) to enter and view the property upon reasonable notice being given.
- 1.6. Keep the drains gutters and pipes of the Premises clear and the chimneys swept (if any). In the event that any garden or grounds shall be included in demise to put and then to keep the same in good order and keep the grass cut and borders free from weeds to the reasonable satisfaction of the Landlord and not to alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord.
- 1.7. To clean all glass and internal and external window surfaces (where possible) at least once a month during the tenancy and replace all broken glass.
- 1.8. To take all reasonable precaution (including draining) to prevent any damage to the water or heating systems by freezing or other natural phenomenon and in the event of such damage caused by failure by the Tenants to take such precaution the Tenant shall forthwith and at the

Tenant's own expense effect all such repair and replacement as may be necessary to reinstate the system in good working order and to repair and to make good any consequent damage that may have been caused to the property or the decorations thereof.

- 1.9. To forthwith notify in writing to the Landlord of any damage or want of repair to the property or it's contents.
- 1.10. To pay the Landlord the cost of preparing and pricing a Schedule of Dilapidation's (if such is necessary) following the expiry of the Term together with any charges in arranging the remedy of any want of repair decoration or otherwise.
- 1.11. Not play any music of any description whether by wireless or other instrument or to cause or permit any singing to take place in the property so as to cause annoyance to the Landlord or the occupiers or owners of any adjoining property or so as to be audible outside the Property between the hours of 11.00pm and 7.30am.
- 1.12. Not to take into or keep or use upon the property any heater or like equipment which required gas paraffin or other liquid fuel for the consumption not to keep any combustible offensive or dangerous fluid fuels or materials upon the property and comply with all fire precautions made by the Landlord or the appropriate Fire Authority.
- 1.13. Not to assign sublet or part with possession of the whole or any part of the Premises.
- 1.14. Not to take in any lodger or paying guest.
- 1.15. Not use the Premises other than for the purposes of a single private dwelling house nor carry on or permit to be carried on upon the Premises any profession trade or business whatsoever nor do or suffer to be done in the Premises or elsewhere anything which may be or become or is likely to cause a nuisance annoyance or inconvenience to the Landlord or the Tenants or occupiers of any neighbouring premises or which may vitiate any insurance of the Premises or increase the premium for such insurance and in particular although not exclusively whenever the premises are left unattended to fasten securely and all locks and bolts fitted to doors and

windows committing access to the premises. For the avoidance of doubt it is declared that this provision extends to any person visiting the premises.

- 1.16. Not to fix or suffer to be fixed to the exterior or windows of the Premises any notice board sign advertisement or poster.
- 1.17. Not to keep or suffer to be kept in the Premises any cat dog or other pet.
- 1.18. In the event that the Property or the Building shall include any external area or garden not to keep bring into or permit to be brought to the same any caravans or portable buildings nor to park nor permit to be parked thereon or to keep or to store thereon any vans lorries or similar commercial vehicles.
- 1.19. Not to commit or allow the commission upon the Property any act which could lead to the prosecution of the Landlord under the Misuse of Drugs Act 1971 (or any statutory enactment which replaces or modifies same) or to bring keep nor permit the keeping of any unlawful drugs or prohibited substances upon the Property.
- 1.20. To notify the Landlord forthwith in writing if it is intended that the Property shall be vacant for any continuous period of Fourteen (14) days or more.
- 1.21. At the expiry of the Term to yield up the Property with vacant possession and in accordance with the requirements as to repair and decorations aforesaid and to make good and pay for the repair of or replace such furniture (if any) as shall be broken lost damaged or destroyed (reasonable wear and tear accepted) and in the event of replacement with the prior written approval of the Landlord and to pay for the laundering washing cleaning of all furnishings linen blankets duvets pillows curtains carpets and other similar items which shall have become soiled or infested during the Term. And to return all keys to the property to the Landlord by 4.00p.m. on the final day of the tenancy and in the event that the keys are not returned as particularised above paragraph 1.26 of this agreement shall apply.
- 1.22. In the event of late payment of rent or non payment as a result of dishonour of a cheque or for any other reason resulting in bank charges

being incurred by the Landlord then without prejudice to any other rights that the Landlord may have under the terms of this agreement the Landlord shall be entitled to recover such bank charges on the next rent payment day and the same shall be treated as rent.

1.23. The Tenant shall be responsible for clearance of any infestation of inter alia mice, rats, wasps, bees, flies or any other pest occurring during the Term.

1.24. To ensure at all times that the premises is sufficiently heated and ventilated to prevent the formation of condensation in the premises and any such deterioration or dilapidation of the premises and/or its contents by reason of condensation shall be deemed the responsibility of the Tenant who shall be responsible for all costs of repair.

1.25. If a smoke alarm or smoke alarms are fitted at the premises to ensure that the said alarms are checked on a monthly basis including the replacement if necessary of batteries. In the event that the smoke alarms are not working at the expiration of the tenancy the cost of repair or replacement shall be the tenants responsibility and shall be deducted from the aforesaid deposit.

1.26. The tenant shall pay the Landlord payment for use and occupation of the premises on a daily rate equivalent to the monthly rent payable pursuant to this agreement until the tenant do comply with provisions in paragraph 1.21 of this agreement relating to the return of the keys to the property.

1.27. Not to cause the telephone apparatus now in the Property to be removed or replaced nor to allow its position to be altered or any alternation to the wiring of such apparatus nor to cause the telephone number to be changed save with the prior written consent of the Landlord.

FURNITURE & CLEANING

2. If the letting includes the use of furniture and effects:-

2.1. The furniture and effects shall be as specified in an Inventory or List of Contents signed by the Tenant and the signing of the Inventory or List of contents shall be deemed acceptance of it unless the Tenant disputes the

Inventory or List of contents in writing to the Landlord within 7 days of the commencement date.

2.2. The Tenant will:-

2.2.1. Not damage or remove from the Premises any of the furniture and effects.

2.2.2. Make good all damage and breakage's to the furniture and effects which may occur during the Term.

2.2.3. Leave the furniture and effects at the end of the tenancy in the same position as they were in at the commencement of the Term.

2.2.4. Clean or pay for the cleaning of all carpets furniture linen bedcovers duvets pillows blankets and curtains (if any) included in the letting which shall have been soiled during the tenancy (and in particular if there are pets on the Premises).

2.2.5. At the termination of the tenancy to clean all windows, window frames and paint work..

FORFEITURE

3. PROVIDED THAT if the rent or any part thereof shall be in arrears for seven days after the same shall have become due whether legally demanded or not or if there shall be a breach of any of the obligations on the part of the Tenant the Landlord and may re-enter the Premises or any part thereof in the name of the whole and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights and remedies of the Landlord.

LANDLORD'S OBLIGATIONS

4. The Landlord agrees with the Tenant as follows:-

4.1. To pay and indemnify the Tenant against all rates taxes assessments and outgoings in respect of the Premises (other than those mentioned in 1.2 above)

4.2. That the Tenant paying the Rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Premises during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

DETERMINATION

5. This Tenancy is for a Term Certain and the rent and all obligations contained herein will remain the Tenant's liability whether they are in occupation or not for the entire period.
- 5.1. After the expiry of the Term Certain and in the event that this Tenancy shall have lapsed onto a Statutory Periodic Tenancy either the Landlord or Tenant may terminate this Tenancy by giving two month's notice in writing on an anniversary date of when the rent is due.

MISCELLANEOUS

6. If the Premises comprise part only of a building the letting shall include the use (in common with others) of access ways to and from the Premises inside the building.
- 6.1. "Premises" in these Conditions includes Landlord's fixtures and fittings.
- 6.2. If a deposit is paid it shall be retained by the Landlord as security for performance of the Tenant's obligations and shall be repayable to the Tenant only after the end of the tenancy and then without interest and after deduction therefrom of any sums required to compensate the Landlord whether wholly or in part for any breach of obligation on the Tenant's part.
- 6.3. If two or more persons are together the Tenant/s obligations to the Landlord shall be joint and several.
- 6.4. In the event that the Tenant shall be more than one person the receipt of any one person included in the Tenancy shall be sufficient discharge for the Landlord for the return of any monies or any part of the Deposit.
- 6.5. References to the masculine gender include the feminine; to the singular include the plural; and to the "month" mean calendar month.
- 6.6. In the event the Premises are subject to a mortgage granted before the beginning of the tenancy and the provisions for recovery of possession by a mortgagee in Ground 2 of Schedule 2 of the Housing Act 1988 and Section 7(6) of the Housing Act apply accordingly. If the Landlord's mortgagee is or become entitled to exercise its power of sale then the Landlord's mortgagee shall be entitled to forfeit this Lease and gain vacant possession of the property on Ground 2 of Schedule 2 of that Act.

- 6.7. In the event that the Landlord's interest in the Property or the Building is Leasehold the Tenant shall observe and perform the Lessee's Covenants and Conditions in the Head Lease (save as to payment of rent and service charges) and to observe and perform all rules and regulations made in respect of the Building from time to time. In such circumstances the expression "the Landlord" in this agreement shall include any Superior Landlord where the context so permits.
- 6.8. The tenant and his lawful guests shall be bound by and subject to any rules regulations of inter alia a Residents Association as if they were the Landlord.

SPECIAL TENANCY CONDITIONS

Only **ONE PERSON** in occupation

No Smoking

No Pets

All Carpets are to be professionally cleaned by an independent contractor (tenants must not use a hire machine as this can damage carpets and make them shrink) at the end of the tenancy with a receipt being produced for the landlord or landlord's agent

All keys that were handed over or were on the list of contents at the start of the tenancy, including window lock keys, padlock, garage & shed keys must be returned to the landlord or landlord's agent at the end of the term and not left in the property. Any other keys that have been cut must also be handed over to the landlord or landlord's agent. Should any keys be missing then the tenant/s will be charged for their replacement.

No satellite dishes are to be erected without written permission from the owner, the owner's agent or the management company

The tenants must not alter the colour of the paint work or walls in the property without written permission. The use of brightly coloured paint where neutral walls have been painted will result in deductions be made from the deposit to re-instate the decor

No more than 1 vehicle to kept in the private car park and the tenants must ensure that the security gates are shut in the evening through to the early hours of the morning

The tenant must not park lorries, vans, commercial vehicles, boats or caravans in the car park area or land belonging to the property