

Section A -- See pages 1 and 2 (setting out key terms). These pages 3-10 are standard terms

PAGE 3 OF 10 KEEP FOR YOUR RECORDS ALL PAGES 3 TO 10

THE AGREEMENT WILL ON CERTAIN OCCASIONS BE SENT TO PROSPECTIVE TENANTS SIGNED BY THE LANDLORD AND DATED. THE AGREEMENT SHALL BE CONSIDERED VOID IF NOT RETURNED RECEIVED BY THE LANDLORD AT THE GIVEN LANDLORD'S ADDRESS BY 10 DAYS AFTER THE DATE ON THE FIRST PAGE OF THE AGREEMENT.

Section B

TENANTS' OBLIGATIONS

1 IF YOU WANT MONEY BACK AS PER C 4, C 5 AND D 1 (see later sections) AND in all other circumstances, tenants must inform the landlord by email to office@leahomes.co.uk AND TEXT to 07917444356 (BOTH METHODS ARE TO BE USED FOR REBATE, not just one please) of any damage to the property, of any appliances not working or anything not fit for purpose. Tenants may inform the landlord in other ways or may inform third parties but too often confusion has arisen so any rebate requires an email and text to landlord too. The correct procedure for notification of the landlord of any issues needing attention is laid out in section D 1, using a series of telephone contacts made available in the manner outlined in B 2, immediately below. Whilst it is common and sensible to telephone the landlord (see B 2) the legally binding communication is solely by email. If this is not possible, it must be agreed by both parties as acceptable on each occasion of a maintenance problem or event.

2 Landlord contact procedure as laid out in D 1 requires the landlord to furnish tenants with various telephone contact details and these are referred to in a separate document to be handed to tenants on their acceptance of the terms under this occupancy Agreement. This separate document is called the "welcome" document. Whilst it is the landlord's obligation to make this document available to tenants, it is the tenants duty to be aware of it and read it. It does not contain legally binding matter but gives contact details and "best practice".

3 For any refund to be given, the tenants must leave all internal doors unlocked until fault is rectified, unless specifically agreed prior, with landlord. In addition, all areas to be worked in must be kept tidy and free of obstruction caused by tenant contents and all valuables or delicate objects cleared.

4 The tenant(s) must inform Landlord of any situation creating structural or major problem to decoration, especially leakage of water. Failure to report damage if it is obvious, even if the damage is not the fault of the tenant, will render tenant liable to reasonable financial penalty.

5 Damages caused by the tenants' neglect or action or by a visitor's neglect or action will be payable on a joint and several basis. The damages will be payable prior to the end of the tenancy and not deducted from the amount of the security deposit returned at the end of the tenancy, unless such monies as are due under B 4 are not paid as they should be.

6 Obligations shall be joint and several – you are all sharing all penalties including those of other tenants not paying rent.

7 RUBBISH/REFUSE has the potential to be VERY HIGH PROFILE ATTRACTING COMMENTS FROM NEIGHBOURS AND TO THE COUNCIL. IT IS VERY IMPORTANT that it must not be left outside other than in a strong plastic bin (certain houses are provided with a strong plastic bin but it is not the landlord's responsibility to provide one). Tenants must not place bags or loose rubbish outside, this may under many circumstances lead to infestation with vermin. Tenants must inform via email giving a list of any items of rubbish they find outside and inside the premises when they move in and in any case no later than October 15th. Any other rubbish created by the tenants or visitors or trespassers will be removed at the cost of the tenants. Any such rubbish present anywhere on the premises at the end of the last day of the tenancy shall be removed at a fixed cost of £100 unless the number of items is small enough to fit into two large bin liners in which case the charge shall be nil, unless the items are rotting or dangerous in which case the charge shall be £100. In addition at the end, rubbish not beyond that which is in a single strong plastic bin and may fill the single strong plastic bin may be left, provided it is bagged up and placed in that bin.

8 See C 24 regarding possible liability of individual tenant regarding payment of a licence for TV receivers. The landlord will ensure the house's common parts are covered by a colour TV licence.

9 All letters addressed to "All tenants" must be displayed opened on the kitchen work surface. All letters received addressed to Foster or Leahomes or Cotton Avenue must be forwarded to the address on the front page of the Agreement promptly. Their contents might affect you.

10 It is the responsibility of the Tenants to be in at the appointed time if an appointed time has been agreed one or more will be in – in order to avoid tradesmen's call out charges. It is not the responsibility of any tenant to accept to be in for such a visit but once they have agreed then it is their responsibility to be in at the agreed time and the following 45 minutes. Otherwise tenants may have to pay a call out charge. If plumbers are sent to mend the system, it is up to the tenant to ASK the plumber to check all radiators work and to ASK if he expects any work to be needed later. Tenants are to outline specific problems to the landlord which the plumber needs to rectify.

PAGE 4

11 It is the responsibility of the tenants to familiarise themselves with the workings of the room thermostat and to use it as indicated in B 10, and to use the timer and to notify the landlord at once if the workings are not understood or do not work.

12 Tenants shall not allow any standing water to build up in any strong plastic bins outside.

13 At the end of the tenancy the vacuum cleaner must be left in working order and the bag may not be left full. Replacement bags are readily available e.g. at Robert Dyas or at the shop which may be near the rear entrance of the railway station. Any notification that the vacuum cleaner is not working must be received more than 5 days before the end of the tenancy

14 Regularly to wipe or clean the inside of the oven. A specialist cleaning product should be used.

15 To observe any potential insurance liabilities and to be held financially liable if the following requirements are breached:

a) To inform the landlord of any criminal history (this will not in any way affect the granting of the tenancy or the level of rent or deposit but it may be considered by the insurance company to invalidate or mitigate payment of a claim – if such information is withheld the landlord or the insurance company will reserve the right to sue the tenant for breach of contract). To pay any increased premiums which are demonstrated by landlord to be payable on the structural insurance of the property which arise from this.

b) Not to leave any washing machine (or dryer, or heater) working on automatic if the property is left any for ANY PERIOD OF TIME.

c) Not to act recklessly or permit invited guests to act recklessly.

d) Not to do anything which may render invalid any policy of insurance maintained on the property. All such money to be recoverable as if rent in arrear. This typically may involve use of candles or any actions which wilfully damage property or cause harm to neighbours. If information such as criminal record is withheld this may cause the tenant to be liable for any insurance which may not be paid out as a result. The limit of such a claim on the tenant by the landlord or the insurance company shall be £500,000.

16 Take note of the list of charges for dilapidations at the end of the tenancy outlined in Section E. See E 6 – any bluetack applied must be carefully removed to not rip wallpaper but must not be left.

17 To inform the landlord of the date of vacancy of the house at the end of the tenancy if that date is more than 2 weeks before the end of the Agreement period. Any damage or insurance related issue stemming from this shall be charged to the security deposit.

18 Not to cause fat to be sent down the sink unless accompanied by boiling water and detergent. Not to place any towels down the toilet bowl. Not to place furniture outside the house or to light a barbeque within 3 meters of the house building or outbuilding (excepting the fixed barbeque at 8 Old Court Road). Not to climb onto any flat roof. To reposition any furniture moved prior to the end of the tenancy.

19 To pay to mend any water related damage caused by tenant neglect of deliberate action, in particular if the damage occurs over a period of time such as escaping from the bath or shower or a sink. This typically would be from not taking care to avoid blocked sinks.

20 If the property is vacant overnight any time in December or January or February, to ensure that the heating is left on over the period and the thermostat may be turned to 5 degrees C minimum. The property will be visited during the Christmas university holidays to check and if not complied with a call out charge will be made. AND to notify landlord if property is to be left vacant for more than ONE MONTH over the course of the tenancy.

21 Car parking shall not be undertaken on grass. Cars shall not leak oil. Cars shall not be left at the end of the tenancy. Car repairs shall not be undertaken at the property.

22 All rent paid by cheque other than the first two month of the tenancy will be charged a £20 each administration charge – deducted from the security deposit. All payments made into the landlord's bank account must be either a standing order or have the bank annotate the name of the tenant paying the money in. If this is done the £20 charge will not be incurred. Late payment of rent attracts a 1% per month interest charge.

23 In the event of the last month's rent not being received in full within 3 working days of the due date, the premises may be entered without any notice by the landlord or his designated representative (to check dilapidations).

24 To undertake best efforts to facilitate the transfer of utilities to the following tenants as guided and assisted by the landlord too. This is likely to include the tenants reading the meters or making arrangement in good time for the meters to be read and facilitating the entry to the property of the meter reader. Not to change any meters or install new meters.

25 At no time should occupants other than the tenants stay longer than 25 hours in the property without permission of the landlord and other tenants. (Subletting with permission is normally allowed over the Summer university holidays).

26 When any guests more than two in number are in the property, not to light candles or other naked flames and at no time to bring paraffin or oil filled heaters into the property.

27 All students are to supply on demand within two weeks, a copy of a certificate of full time education (available from their tutor). All tenants who are not in full time education must inform the landlord at once. Any tenants not in full time education must contact the local Council at once to pay tax for the whole house. All council tax is payable by tenants.

28 Tenants are not to contact the handyman or any other tradesman without the tenants' best efforts to inform the landlord prior or immediately after.

29 Tenants must provide access to the landlord or his representatives providing all the following criteria are met. The visitor if not the landlord or accompanied by the landlord has his contact details given. Five days' notice is given. If within the last month of the tenancy the notice period is 48 hours. If under section B 23, no notice. If during period from mid January to end March, 48 hours' notice.

30 To avoid penalties and in order potentially to qualify for prompt and correct payment bonus, all payments must be made correctly: -

a) To pay rent in full on time without deductions. To pay by equal monthly amounts on the same monthly day, by standing order. The standing order to be registered in the same surname as appears on the Tenancy Agreement. OR for the Tenancy Agreement to be annotated with the alternative surname (eg guardian's name). Any rent or deposit over 14 days late will accrue interest at 1% per month plus a £10 administration charge. EACH. Any payments over three months late will pay a £20 administration charge. EACH. This will be strictly adhered to.

b) To pay the deposit in two portions. First portion upon reservation and second portion after commencement of the Rental Period. The latter must be paid for by ONE payment for the WHOLE HOUSE. If not, the rent rebate bonus payable will be partly forfeit. See Section D,6.

31 At the start of a tenancy tenants may wish to be in receipt of an INVENTORY. They may:

a) appoint an inventory clerk at their own expense

b) draw up the inventory themselves

c) ask the landlord to draw up the inventory and pay the landlord £80 in advance

d) by mutual agreement, decide not to have an inventory drawn up. If the landlord does not hear from any tenant within 14 days of the start of the tenancy it will be assumed that option d) has been selected. Under d) it shall be bindingly agreed that the following shall be in each bedroom: i) at least one chest of drawers, built-in or free standing wardrobe, bed frame, mattress, swivel chair, desk, curtains, lampshade, individual bedroom key ii) one front door key per tenant, keys to other locks, iii) the other areas to have all furniture and fittings and property as when tenants took possession at start of tenancy. Specifically each property is assumed to have a carbon monoxide detector, vacuum cleaner, working smoke alarms, fire blanket, television with fully working screen, one working cooker, washing machine and one or more fridge or fridge-freezer. It shall be assumed all kitchen unit doors and work surfaces have only minor blemishes and carpets have no paint or liquid stains or cigarette burns, with walls in reasonable state with no significant bluetack marks.

32 To use the property strictly as a private residence. If the property is to be vacant for a period of over three weeks to inform the landlord prior to the vacancy.

33 Not to dry clothes in the bathroom. Ideally the airing cupboard if there is one should be used, otherwise bedrooms should be used.

34 Any theft of or damage to landlord's property beyond fair wear and tear shall be charged to the tenants. This obviously does not in the case of defect to the building fabric, plumbing or a fire.

35 To leave all keys at the property as directed, at the end of the tenancy. Not to alter or fit any additional locks. In certain cases the landlord will agree to padlocks being fitted by tenants to outside sheds.

36 There are no specific times when the playing of music is banned. However the property should be used in a tenant like manner with due regard to any reasonable request of neighbours and other tenants.

Normally the playing of music after 10.30pm may reasonably be considered untenantlike if audible externally.

37 Not to drill any holes, including nails in walls. Not to repaint anywhere and not to make any graffiti – if either are done the whole cost of repainting the whole room, to several coats if the marker pen shows through one coat. Such payments will be ON TOP of the normal security deposit. This is to include external walls of the property and the fences and sheds.

38 Not to take any contents of the property outside the house at any time. Full cost of replacement of any such furniture damaged in any way like this will be charged to the security deposit.

39

a) Cleaning: during the whole period of the tenancy to keep the common parts of the property reasonably tidy and certainly as to regards any possible tripping hazards caused by persistent untidiness. This also includes scattered rubbish. If such untidiness is found, an email warning shall be give. If three such warnings are given, the landlord may send a cleaner to address problems in the common parts – at a cost of £80 deducted from the security deposit. This applies to either inside or outside the property.

b) Cleaning: at the end of the tenancy the property should be left cleaned. See under landlord obligations – the landlord to provide some cleaning, but cleaning required in addition to the amount contracted by the landlord shall be charged to the security deposit. See A10 related to this point.

40 No pets owned or visiting

41 To provide landlord with TWO email addresses and TWO mobile telephone numbers which are both sets up to date during the whole tenancy.

42 To communicate to other students or tenants the good aspects and bad aspects of the landlord and the property when appropriate.

43 To test the smoke alarms every 3 months. Ideally, to dust them. Not to tamper or open the covers or remove from the screws. Not to tamper or remove the carbon monoxide alarm and the fire blanket ever.

44 Replace all light bulbs except halogen bulbs. To notify the landlord in the proper email method of any halogen bulbs not working at a time 5 days before the end of the tenancy or reasonably before that if the house is finally vacated before that. Any non halogen bulbs found not working at the end of the tenancy shall be charged at £5 each against the security deposit – unless they are exterior lights

45 Not to store anything in any common area which is reasonably forbidden in writing by landlord.

46 28 Guildford Park Road only: tenants shall allow a notice to be fixed during mid February to mid March and again for three days in April advertising student properties to let and making clear NOT to call on 28 Guildford Park Road but to contact landlord via website, facebook or telephone.

Section C

LANDLORD'S OBLIGATIONS

- 1 To provide a correspondence address, mobile telephone and email address up to date through the tenancy and for one month post end of the tenancy and for the period between signing the contract and commencement of the tenancy.
- 2 To provide an up to date telephone contact for TWO handymen and also a plumber who is regularly used by the landlord.
- 3 By date of commencement of tenancy, to provide an up to date gas safety certificate, EPC certificate (under ten years old) and electrical safety certificate (under five years old). That if this EPC does not show a minimum 100mm insulation in the loft area, the landlord shall demonstrate that such insulation has been upgraded to 100mm across the entire loft area.
- 4 See Section B 1. This section covers circumstances under which tenants may receive 100% rental rebate. Section D 1 covers the specific methodology to apply for and qualify for a refund. This section covers Class A problems. The landlord must rectify Class A problems within 4 FULL working days of being notified, or, until they are or are downgraded to a Class B problem. Tenants directly affected will benefit from a 100% rent refund from the fourth working day. These include
 - a) repairs needed to the cooker. The cooker shall have two rings fully usable
 - b) repairs to the washing machine: it shall work fully but the drying cycle is excluded from Class A
 - c) the smoke alarms shall work fully: batteries needing replacing are excluded
 - d) electrical circuits shall work to provide lights and power to at least one socket and light per habitable room excluding bathroom and toilet.
 - e) hot running water shall be provided to all bath and showers and to kitchen. All problems stemming from lack of operation of the boiler under C 4 e shall be valid for a rebate but if the delay is due to awaiting a new part – as confirmed in writing by a qualified plumber – the first week of such a part related delay shall be chargeable at a 50% discount to rent. Thereafter the discount reverts to 100% in perpetuity.
 - f) basic heat shall be supplied to all radiators or if not shall be provided by portable electric heaters but such heaters to be used for no longer than one week after which the problem reverts to Class A. All problems stemming from lack of operation of the boiler under C 4 f shall be valid for a rebate whether or not the delay is due to awaiting a new part – this is at landlord's risk.
 - g) room uninhabitable.
- 5 This section covers circumstances under which tenants may receive 50% rental rebate. Section D 1 covers the specific methodology to apply for and qualify for a refund. This section covers Class B problems. The landlord must rectify Class B problems within seven FULL working days of being notified, or, Tenants directly affected will benefit from a 50% rent refund from the tenth working day. These include
 - a) problems downgraded from C 4 e
 - b) non functioning vacuum cleaner
 - c) nuisance which if not treated will eventually be damaging to health arising from damp
 - d) nuisance from roof leaks, drains, windows, locks, doors. Flat roof leaks may need to dry out to be mended so in this specific case a flat roof leak is excluded until dried out but a full rebate is given under C 4 g).
 - e) outside security light if present.
 - f) cooker's oven not functioning
 - g) note that whilst a working TV must be provided at the start of the tenancy if it breaks down the landlord shall make best efforts to replace as soon as possible but it is excluded from this rent rebate arrangement.
- 6 Clauses 4 and 5 shall be invalid if the address is within a severe flood warning, or a state of emergency or war is declared or if the utility itself is unable to provide electricity, gas or water. Also invalidated if resulting from negligence or damage by tenant or tenant's visitor.
- 7 To have the property professionally cleaned by day one of the tenancy.
- 8 To provide the tenants with two hours' worth of quality professional cleaning in the last month of the tenancy cost free or (at Tenants' choice) a £40 rebate to the household. They will concentrate on cleaning down the sides of the outside of the cooker and the bathroom.
- 9 To provide rebate for prompt payment as outlined, if any, on Page 1 of Tenancy Agreement (applies only to households where all tenants are in full time education) AS LONG AS ALL PAYMENTS MADE BY STANDING ORDER ARE MARKED WITH THE CORRECT SURNAME TALLYING WITH THE NAME BY THE SIGNATURE IN THE ORIGINAL TENANCY AGREEMENT.
- 10 To provide a one hour meeting with the handyman of the landlord during the first month of the tenancy at a mutually convenient time.
- 11 To provide free any reasonable upgrade to permanent facilities by end of the second month of the tenancy up to a value of £200 per household (cost to include labour).
- 12 To mow the lawns at least 4 times a year (to exclude lawns at 8 Old Court Road Guildford where lawn shall be strimmed twice a year).
- 13 To insure the fabric of the property. It is not a landlord requirement to insure for loss of rent from major incident such as fire or flood, but this cover shall be endeavoured to be provided.
- 14 To provide self closing fire doors from the main part of the house to the kitchen.
- 15 All furnishing and mattresses to conform to statutory fire and smoke requirements.
- 16 An operational telephone point linked to broadband.
- 17 To provide a working washing machine. If washing machine is working but not properly washing clothes that landlord shall attend to such underperformance on a timely basis.

PAGE 7

- 18 To provide a fridge/freezer of the appropriate capacity. Houses of over 4 inhabitants should expect two fridge/freezer appliances.
- 19 No works other than emergencies to be undertaken without the agreement of all tenants.
- 20 Heating to be provided at all times to rooms with radiators (other than to porches and utility rooms).
- 21 Utility bills: landlord shall undertake best endeavours to assist Tenants register with electricity and gas utility at start week of tenancy.
- 22 Inventory shall be provided under the circumstances of B 31 above.
- 23 A TV receiver to be provided.
- 24 A TV licence to be paid for. NOTE. The landlord will procure a TV licence for use in the common parts of the property. Any television receiver utilised for the exclusive use of an individual tenant may not be covered by this common parts licence which is paid for by the landlord. IF THERE IS ANY UNCERTAINTY the Tenant should contact TV Licencing (Bristol) for guidance.
- 25 All water bills to be paid by landlord.
- 26 Any damage to clothing resulting from problems to washing machine is landlord liability ONLY if he is demonstrably negligent. He shall be deemed negligent if the washing machine is not procured to be opened within 4 working days.
- 27 To replace all halogen bulbs and all outside light bulbs within a reasonable time.
- 28 Landlord shall inform tenants of other tenants being collectively over £1300 in arrears unless this is prior to the first new year's day of the tenancy.
- 29 All tenants to be entitled to quiet enjoyment.
- 30 All tenants to have right of veto on any new sub-let Tenant.
- 31 Carbon monoxide and smoke alarm detectors to be provided.
- 32 Fire blanket to be provided.
- 33 Vacuum cleaner in working order to be provided.
- 34 Each bedroom to have desk, swivel chair, bed, mattress, curtains, wardrobe, chest of drawers.
- 35 To place all security deposits in a recognised government sponsored scheme.
- 36 Landlord shall provide all details under deposit scheme to tenants as required by the law on a timely basis. Note this cannot be done if less than the full deposit due is paid. All deposit payments to be paid in accordance with Page 1 of Tenancy Agreement.
- 37 Contact shall normally be available via telephone and email but if neither are to be accessible for any period of 3 working days or more, clear arrangements shall be put in place with an alternative service provider – typically the handyman, who shall be informed of this state of affairs. This state of affairs not to last over two weeks.
- 38 All properties to be repainted internally at least every five years
- 39 All garages made available to tenants upon signing of the Tenancy Agreement shall remain available to Tenants throughout the Tenancy.
- 40 Access: The visitor if not the landlord or accompanied by the landlord has his contact details given. One week's notice is given. If within the last month of the tenancy the notice period is 48 hours. If under section B 23, no notice. If during period from mid January to end March, 48 hours' notice from any regular landlord representative. At any time, landlord must give 48 hours' notice for access.
- 41 It is the policy of the landlord to donate to charity. Paperwork shall be made available.
- 42 Certain properties have access to a basement storey. These are not deemed habitable rooms and have access open at all times as they contain utility connections, fuses, meters etc which require constant access for safety reasons. Tenants are allowed to use these rooms for their storage.
- 43 A log book shall be kept available at the end of the Tenancy. This log book shall also include details of planned maintenance, paperwork and other relevant issues and shall be made available to subsequent tenants of the property – indicative outline below.
- 44 Not to remove or downgrade any appliances belonging to the Landlord and located in the property whilst the property is inspected by prospective tenants with regard to the prospective Rental Tenancy period of those tenants.
- 45 If after a month of being notified by tenants, landlord does not replace a working TV and a cooker with all rings and oven working, rent shall from that date a month after notification be subject to 100% discount.
- 46 To keep records of and monitor progress on the stated Carbon Economy policy of the landlord.
- 47 If all tenants are in full time education, to meet with the Tenants if Tenants require during the month of September at a mutually convenient time.
- 48 Applicable to 3 Nettles Terrace Guildford only:
One half day's cleaning per month from March to June if all tenants are in full time education and if requested in writing by tenant

Section D

LANDLORD'S AND TENANTS' OBLIGATIONS REGARDING REFUNDS TO TENANT

1. There is a SPECIFIC way a Tenant must notify the Landlord. The 'clock' starts from when a message is left on the Mobile number stated on page 1 of the Tenancy Agreement.
2. To be eligible however, confirmation by email to the email address given stated on page 1 of the Tenancy Agreement. If email is not possible, it may also be sent in writing to the address stated on page 1 of the Tenancy Agreement.
3. Additionally, there will be times when the Tenant's reporting procedure will vary in that if specifically informed that the Landlord is away for an extended period, they will be required to inform a nominated handyman specifically in stead. It is the landlord's duty to make this alternative clear to at least one tenant in each house in advance of the change.
4. Landlord must observe C4 and C5.
5. A rebate for prompt payment of monies due to Landlord may be outlined on page 1 of this Agreement. If such is outlined on page 1 of Agreement, the rebate shall be paid in full IF: tenant by tenant each payment is made fully by standing order (or direct debit) in full and on time without deduction and in surname (marked by tenant's bank) as shown on Page 1 of this Agreement as filled out by respective tenants. Also the deposits have to be paid on time and as per B 30. First months' rent may be up to six weeks late but must be paid in the manner stated above.
6. As all tenants are obliged under a joint and several liability, if there are any rents or deposits outstanding, the compensations as per D 4 will be paid but only once all rent and deposit due for the whole tenancy (whole house) are paid up to date by all tenants. Reasonable exception shall be granted if joint arrears are modest.
7. If these conditions are not met, some bonus will be paid in the following circumstances. a) It will be halved (tenant by tenant) if deposit is not fully paid by 14 days after date due or not properly identified but if paid within 45 days of date due and all other conditions met. b) It will be halved if rent for the first month is over six weeks late but all other rent and deposit paid on time and if first month rent is paid by 2 months' delay.

Section E

GENERAL POINTS REGARDING RETENTION FROM DEPOSIT

1. The tenancy is JOINT and SEVERAL. This means that the deposit is held to cover issues regarding the whole house and individual tenants may find themselves liable for their share of a problem which affects the house – even if this is a bedroom not commonly used by all tenants. If it is clear that a damage results from one particular tenant, recovery will be sought from that tenant first but if not received, all tenants will be deemed liable. Your legal rights are not affected and note point 11.
2. There might be no inventory. See B 31, especially point d).
3. At the end, rubbish present anywhere on the premises at the end of the last day of the tenancy shall be removed at a fixed cost of £100 unless the number of items is small enough to fit into two large bin liners in which case the charge shall be nil, unless the items are rotting or dangerous in which case the charge shall be £100. This is providing it is bagged up and placed in bins. Special dispensation may be given if Landlord is informed by TEXT and EMAIL five days before end date of Tenancy.
4. Tenants shall not allow any standing water to build up in any strong plastic bins outside. Or to place bags or loose rubbish outside which may under any circumstances lead to infestation with vermin. Maximum £100 deduction from Tenancy Deposit.
5. At the end of the tenancy the vacuum cleaner must be left in working order and the bag may not be left full. Any notification that the vacuum cleaner is not working must be received more than 5 days before the end of the tenancy in which case the deposit will be returned in full.
6. At the start of the Tenancy, it may be found that there are bluetack or nail or drill holes in the bedroom walls. All these must be informed to Landlord at start of tenancy. Any bluetack applied during the Tenancy must be carefully removed to not rip wallpaper but must not be left. Any such in common parts will not be deducted from the Deposit.
7. It is a condition regularly to wipe or clean the inside of the oven. Within reason a small amount of dirt may be left in the oven at the end of the Tenancy but if such is to show that it has clearly not been cleaned properly during the Tenancy, up to £50 may be deducted from the Tenancy Deposit.
8. Fat blocking the sink or drainage will be charged at £50 from the Tenancy Deposit as will toilet bowls blocked and Landlord not informed by five days before end of Tenancy.
9. Evidence of pet damage will be deducted from Tenancy Deposit.
10. Other damages as can be reasonably shown to arise from Tenants or guests (reasonable will include evidence of Landlord communicating problem to Tenant(s) over a period of time) will be deducted. This will include up to £100 compensation to neighbours on EACH side for untenantiike behaviour – the monies to be paid to the neighbours via the Landlord.
11. You must inform the landlord of any criminal history. This will not in any way affect the granting of the tenancy or the level of rent or deposit but it may be considered by the insurance company to invalidate or mitigate payment of a claim.
12. Your Landlord has placed the Deposit with a government controlled institution (funds may either be insured or be placed with that institution) within the delay prescribed by Government legislation and as long as the Deposit is fully paid by all tenants.

SUMMARY – YOUR DEPOSIT WILL BE RETURNED IN FULL IF THE OUTSIDE AGENCY SAYS SO – EVEN IF THE LANDLORD DISAGREES HE HAS NO APPEAL RIGHT. HOWEVER, THIS TENANCY AGREEMENT MAKES CLEAR THAT THE MOST LIKELY CAUSES OF DISPUTE REQUIRE CLEAR UNDERSTANDING AND ARE LAID OUT IN POINTS 1 – 11 ABOVE.

This page if produced by Tenant shall only be deemed valid with page 1 or page 2 of this Tenancy Agreement

Further Notes

Correspondence for purposes of section 48 Landlord and Tenant Act 1987 is 30 Crownpits Lane Godalming GU7 1PB.

This agreement is for letting a furnished dwellinghouse on an assured shorthold tenancy under part 1 of the Housing Act 1988. This agreement is intended to create a contract with provisions for the recovery of possession by the Landlord in Section 21 of the Housing Act 1988. The tenants to use for a private dwellinghouse and not to carry out a business from it. Not to part with possession or to sublet without consent in writing from the Landlord. At the expiration or sooner determination of the tenancy to deliver the property to the landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenant contained herein. This property is subject to a charge (Mortgage) by a third party (lender).

NOTICE OF AN ASSURED SHORTHOLD TENANCY HAS BEEN RECEIVED BY THE TENANT. (Former Section 20)

.....
This really is the small print.....**HOUSING ACT 1988**

Section 21(1)(b) and 21(4)(a)

Assured Shorthold Tenancy : Notice Requiring Possession

Part 1

Name and Address of Tenant(s)

Please print.....

of Please print

Please Sign here

Part 2

Name and Address of Landlord

Michael Foster - Cotton Avenue Ltd / Leahomes Ltd
Registered at 9 Bentinck Street, London W1.

Address of dwelling same as Part 1

Part 4

Date of expiry

Same as date of expiry of attached tenancy (to be read in conduction as THE DATE STATED pages 1 - 2 of which this is page 10). Whereas the length of notice must be at least 2 months from the issuance of this Notice.

SECTION 21 Notice

Issued with the commencement of the Tenancy

ENDS.....M. FOSTER, DIRECTOR

