

Assured shorthold tenancy agreement

under part 1 of the Housing Act 1988
as amended under part 3 of the Housing Act 1996.

Date:

This agreement is between us, MR MARTIN O'BRIEN , the Landlord:

and you _____

(Individually and together), the tenant /(s)

The rent is _____ every CALENDAR month

The rent rate for the months of July 2012 and August 2012 only is at 50% of this monthly amount.

The rent must be paid in advance.

A. We let out the property at:

1. To you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the list that you and we signed. The amount of rent is shown above and both you and we must keep to the terms below.
2. You will have the property and the furniture FOR 12 MONTHS
from 1ST JULY 2012 until 11 am 30TH JUNE 2013

If, at the end of this time, you want to continue the tenancy and you have not already received from us two months' notice to end the tenancy, it will carry on from month to month as a monthly contractual tenancy. You must give one months' notice in writing to end the monthly contractual tenancy. This notice must be given to expire on a rent payment day.

3. This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section 21 notice must give at least two months' notice, in writing. For more information, you should consult a Housing Advice Centre, solicitor or Citizens' Advice Bureau who will tell you what this means.
4. We will let the property to you (individually and together) and only

will be allowed to live there.

5. No children are allowed to live in the property without our permission, in writing (which we will not unreasonably withhold).
6. No animals are allowed in the property without our permission, in writing (which we will not unreasonably withhold).
7. You have to pay a deposit which is equivalent to 5 weeks rent £ _____ You will not receive interest on the deposit unless it is paid into the Governments Custodial Tenancy Deposit Scheme. If it is paid into that scheme, you will receive any interest that may be payable under the schemes terms and conditions. You will get it back when this agreement

ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property. If you do not do so, we may take from your deposit any rent legally owed to us, or other money legally owed to us, reasonable compensation if you have broken any of your agreements, or the reasonable cost of making good any damage which is not caused by fair wear and tear. We are entitled to keep the deposit until you have produced satisfactory proof that you have paid for the utility bills (electricity, gas, water, council tax and phone) for the property. If you fail to do so, we may pay any charges you owe from your deposit. If we cannot agree amounts for any breach, the matter will be decided by the County Court.

8. You cannot use the deposit to pay rent under this agreement.

If there is more than one tenant, _____ is chosen to deal with the deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant. That person can be replaced as your representative, by another of you, as long as a majority of you tell us in writing.

9. If you owe rent or any other money legally payable to us under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by the Royal Bank of Scotland. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.
10. We may keep keys to the property.
11. The landlord may remove, store, sell or otherwise dispose of any furniture or goods which the tenant refuses or fails to remove from the property at the end of the tenancy. The tenant shall be responsible for all reasonable costs which the landlord may incur. The landlord shall be entitled to deduct such costs and any monies lawfully due to the landlord from any money realised from the disposal of such furniture or goods.

B. You must do the following.

1. Pay rent on the days and in the way we have agreed.
2. Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.
3. Pay our reasonable costs for sending reminder letters / statements. These will be £ 20.00 for each reminder/statement.
4. Pay our reasonable costs for any cheque/standing order that does not clear. These will be £ 25.00 each time a cheque does not clear, or a standing order is not paid. This cost also applies to the return payment of any overpaid rent after the expiry of the tenancy.
5. Keep the inside of the property in at least as good a condition as it was when the tenancy started (fair wear and tear excepted). Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.
6. Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you 24 hours' notice, in writing) and carry out the work - you will have to pay us for the reasonable cost of this work.
7. Pay for all electricity, gas and phone bills, water charges and Council Tax relating to the property that applies during the period of the tenancy. Proof that these bills have been paid will be required at the end of the tenancy. Properties that are exempt from Council Tax due to student occupation will also require proof from Manchester City Council that there is no Council Tax to pay. If a television is provided by the Landlord he is NOT responsible for the purchase of a T.V license. The tenants must do this themselves
8. Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water.

9. Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if any). You should tell us if the property is going to be empty for more than seven days in a row.
10. If you give us notice that you are going to leave the property before this agreement has ended, you must pay our costs for re-letting the property this is equivalent to one weeks rent plus any marketing fees as well as paying the rent until a new tenant moves in.
11. Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law.
12. We will give you at least 24 hours' written or verbal notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.
13. Tell us about any repairs or faults that we are responsible for in writing within the structure or outside of the property, in any installation or in the shared areas. This must be done in writing.
14. Only park vehicles on your parking space if provided and without causing an obstruction.
15. Pay the reasonable costs for replacing locks if you fail to return any key.
16. Pay any reasonable cost for lost keys. This is currently £25 per key. This charge also applies to call – outs when tenants lock themselves out.
17. Allow possible new tenants to look at the property on at least 24 hours verbal or text notice from November 2012.
18. Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
19. At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (fair wear and tear accepted) and free from rubbish.

C. You must not do the following.

1. Alter or add anything to the outside or structure of the property, or the furniture, fixtures and household belongings that are on the list that you and we signed. You must not bring into the property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations. You can get information about these regulations from your local Trading Standards Office.
2. Anything which may be a nuisance or annoy neighbours. You must not play any radio, CD, record player, television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your home between 9.00 pm and 7.30 am.
3. Bring bicycles, motor cycles, and prams into the property without our permission, in writing (which we will not unreasonably withhold).
4. Bring any furniture into the house without our permission, in writing (which we will not unreasonably withhold).
5. Tamper with any fire precautions.
6. Hang pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold).
7. Use Blu-tack or any similar type of adhesive on the walls.
8. Sublet the property or any part of it, or give up the property or any part of it to someone else.
9. Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
10. Carry on any profession, trade or business in the property.
11. Display any permanent notice on the property.
12. Use the property as anything other than a home.
13. Block, or allow guests to obstruct, any of the shared areas.
14. Dry washing inside the property, except in a ventilated room suitable for such purposes.
15. Use any paraffin or portable gas heater.
16. Smoking is not allowed in bedrooms or kitchens. Please smoke outside and dispose of cigarette ends in bins outside.
17. Cats and dogs are not allowed. Other pets can be kept only with the landlords consent, requested in writing.

D. We agree to do the following.

1. Keep the property insured against fire and other usual comprehensive risks as long as Insurance cover is available.
2. Let you have free access to the steps, entrance hall, stairs and all shared areas and keep those areas clean, light and in good condition.
3. Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances within the property are checked by a British Gas or Corgi-registered technician every year, in line with the Gas Safety (Installation and Use) Regulations 1994. Gas Safe.
4. Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations.
5. Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other danger that we are insured for.
6. Keep the structure and outside of the property in good repair.
7. Keep the gas, water, electricity, space-heating and water-heating installations in good repair and proper working order.
8. Refund any rent you have paid which relates to a rental period which starts after the tenancy ends. We are allowed to take from this refund any rent or other money you owe us.

If we need to serve any notice on you, we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. **If you give us another address to send notices to, any notice will be validly served at that address, if it is posted by first-class post or left at that address.**

If you need to serve any notice on us, they must be delivered by hand or sent by post to the following address.

Flat 1, 32, HATHERSAGE ROAD, MANCHESTER M13 0FE
TEL: 0161 224 2551 email enquiries@homes2share.co.uk

We may repossess the property if:

- You fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- You (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking the tenancy term and causing a nuisance or annoyance); or
- The arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.

We need a court order to repossess the property. You should contact a solicitor, Citizens' Advice Bureau or Legal Advice Centre who will tell you what this means.

Our signature: _____

Your Name & signature(s)