

ASSURED SHORTHOLD TENANCY AGREEMENT

This AGREEMENT is made on **1/1/21**

BETWEEN:

(A) George Warren of 18 Horatio Court, Nelson Street, NR2 4EX. E-mail georgewk21@hotmail.com
Mobile: 0780-1937440 (Hereinafter called "The Landlord")

AND:

(B) Now known as the "Tenant" who shall be "**jointly and severally liable**"

WHEREBY IT IS AGREED as follows:

(C) This Agreement is intended to create an Assured Shorthold Tenancy within part 1 of Chapter 11 of the Housing Act 1988 and the provisions for recovery of possession by the Landlord in Section 21 thereof apply accordingly.

(D) The Landlord lets and the Tenant takes the Property known as: **8 Scarnell Road, NR5 8HT** together with the F & F and all other items listed in the Inventory ("the Contents").

(E) The Tenancy shall be for a term of 11 months from: **1 / 9 / 20** and expire on **31 / 8 / 21**

(F-A) The Tenant will appoint a "**Lead Tenant**" who will be responsible for:

(a) Payment of the Rent in a **Lump Sum of £ 2685 per month**. (The Landlord suggests the opening of a "Household" Bank account to facilitate this)

Tenant will pay to Lloyds Bank, A/c Name: G W Warren A/c No. 82269860 Sort Code: 30-96-17
Suggested rent split: 4 x £ 460, 1 x £ 435 & 1 x £ 410

(b) The Deposit procedure under Para.K3 below.

(c) Obtain UEA Council Tax Exemption Certificates from all the Tenants. These are obtained from student.records@uea.ac.uk
All the Exemption Certs must then be e-mailed to revenues@norwich.gov.uk under a covering e-mail which details: (1) The house address including postcode. (2) The names of all the Tenants and (3) The Start & Finish date of this AST.

(d) Ensure all utility bills including Council Tax are settled on 30/6/21.

NB: The rent is inclusive of electricity, water, internet and TV licence.

(G) **THE TENANT SHALL ALSO PAY DURING THE TENANCY (IF APPLICABLE):** Council Tax.

(H) THE TENANT SHALL:

(1) If at any time the rent or any part thereof is in arrears, the Tenant shall pay Interest from the due date to the date of settlement at a rate of 5 % p.a.

(2) **Submit by e-mail to the Landlord at georgewk21@hotmail.com :**

(i) A Tenant Detail Form (TDF)

(ii) Evidence that a Bank Standing Order (SO) has been set up to pay the Rent as agreed. This can be a scanned hard copy or a computer screenshot.

(iii) The Tenant must provide a Guarantor Form signed by a UK resident home owner.

(3) Use the Property in a Tenant - like manner and shall not through his/her own act neglect or default or that of any other person permit or suffer the Property or any of the Contents to deteriorate.

(4) Return the inventory to the Landlord within 30 days of receipt. If the inventory is not returned within 30 days, it will be accepted as correct.

(5) Keep the Property in a good state of decorative condition internally and at least up to the standard pertaining when the Tenant took possession. (wear and tear due to reasonable and normal use, and damage by proven accidental fire excepted). Proposals regarding any decorating that the Tenant wishes to carry out must be requested in writing and written approval must be received by the Tenant from the Landlord before commencing any work. Work to be of an equal standard as that maintained by the Landlord and is subject to inspection by the Landlord.

- (6) Replace all broken glass caused directly by the Tenant in the property and any outbuilding occurring during the tenancy, unless caused by Burglary, Fire or other Third Party action.
- (7) Keep the contents in their present state of repair and condition (wear and tear due to reasonable and normal use and damage by accidental fire excepted) and to replace with articles of at least the same value or (if the Landlord so requires) pay to the Landlord the value of all such items as may be damaged as to be incapable of being restored to their former condition (except such as may be destroyed or damaged by accidental fire).
- (8) Insure his / her personal possessions.
- (9) The Tenant shall be liable for all remedial work required as a result of breaches by the Tenant of his/her covenants herein.
- (10) Be liable to pay for all work as is carried out on the instructions of the Landlord after the Tenant has refused to abide by any of the covenants contained herein.
- (11) Allow the Landlord entry between the 8.30am and 6.30pm excl. Sundays for inspection of Property having given 24 hours notice in writing or verbally. The Tenant permits the Landlord to give the Tenant notice in writing of all dilapidations, repairs, cleaning (including windows) etc. which have occurred during the Tenancy and are not the responsibility of the Landlord. The Tenant agrees upon receipt of such notice to rectify within 30 days. Failure to do so results in the Tenant giving permission for the Landlord to instruct their own Contractors to carry out the work at the Tenants expense
- (11-a) Allow the Landlord (having received 24 hours notice) between 8.30 am and 6.30 pm excl. Sundays to inspect the Property and subsequently to give the Tenant notice in writing of all dilapidations, repairs, cleaning requirements (including windows), rubbish removal etc. which have occurred AT ANY TIME during the Tenancy and are not the responsibility of the Landlord.
- (11-b) The Tenant agrees upon receipt of such notice to rectify WITHIN 7 DAYS.
- (11-c) Failure to do so results in the Tenant giving permission for the Landlord to instruct his own Contractors to carry out the work AT THE TENANTS EXPENSE.
- (12) Properly segregate and dispose of all rubbish including food waste in the designated bins provided. If any bins are missing or too small, Tenant will contact Norwich City Council to replace them or provide bigger ones.
- (12a) Keep all outside areas including garden, bike store, bin area, shed and pathways etc free of litter and household waste.
- (13) Permit the Landlord with or without workmen to enter the property upon giving 24 hours notice, to carry out repairs / decorations / cleaning / rubbish removal etc whether or not the Landlord has a duty under this Agreement to carry them out.
- (13) Keep clean the interior of the windows.
- (14) Notify the Landlord of any defects or repairs necessary to the Property.
- (15) Allow For Sale or To Let boards having been given 7 days Notice by Landlord. Further allow viewings (between 9.00 and 6.30) by Buyers/Tenants having been given 24 hours notice by phone or in writing.
- (16) At the termination of the Tenancy leave the property and contents in the same state of decoration and the contents in working order, as stated on the inventory supplied at the commencement of the Tenancy. Failure of the Tenant to comply with this covenant will result in the Tenant being charged for the reasonable costs incurred in having any restitution work carried out.
- (17) Return the Property and Contents on **31 / 8 / 22** in a clean and tidy condition having removed all personal possessions and rubbish.
- (18) Not Applicable.
- (19) Use the property for residential purposes only.
- (20) **Air the accommodation regularly by opening windows whenever convenient but paying particular attention to BATHROOMS, which are prone to condensation forming thus causing black mould to form on the walls.**
- (21) Permit the Landlord to show groups of UEA students around the house during “UEA Housing Week” (usually in January) either (a) at an agreed time and with one of the existing Tenants or (b) At other times whilst accompanied by the Landlord. Usual viewing times for this Week would be between 1000 am and 2030 pm (weekdays) or 1200-2030 (weekends)
- (22) **GARDENS** – The Landlord will take care of the gardens. NB: No “Notice” is required by Landlord to Tenant for this activity.

- (23) All Tenants will be registered Students and if any Tenant ceases to be a Student, that person will be liable for their own Council Tax.
- (24) At commencement on 1/9/21, the Landlord will provide:
- (a) A New Mattress Protector on each bed. The Tenant can provide their own if so desired.
 - (b) An oven/hob/extractor which has been professionally cleaned (cost is approx. £ 80)
On 31/8/22 the Tenant will pay for: (a) Mattress Protectors @ £ 7.00 each and (b) Professional oven/hob/extractor cleaning (approx. £80). If Tenant remains a 2nd year, the oven/hob/extractor will still be cleaned at the end of this AST.
- (25) Pay the Landlord or his Agent £ 25 (9-5 weekdays) and £ 35 (all other times) to be let into the house or bedroom if locked out for any reason.
- (26) Upon booking the Property for a 2nd year be fully responsible for finding and vetting any new Tenants if required.
- (27) Share the garage (bike shed) with 5 UEA Students from 9 Scarnell Road.
- (28) Pay for clearing any drains that are blocked by food being put down the sink.
- (29) Pay any Legal Fees or Costs incurred by the Landlord where Utility or Council Tax amounts have not been paid as required by the Tenant.

(I) THE TENANT SHALL NOT:

- (1) Not applicable.
- (2) Interfere with or make any alteration to the structure of the property or damage or uproot any plant in the garden or interfere with the layout of the garden.
- (3) Remove any contents from the property, including keys which will be returned at the end of the tenancy or a payment of **£ 25 per key** will be charged.
- (4) Sublet or take in lodgers or paying guests without written consent of Landlord.
- (5) Use the Property for any illegal, immoral, trade or business activity.
- (6) **USE BLUTAK, WHITETAK, SELLOTAPE OR OTHER ADHESIVE SUBSTANCES TO FIX POSTERS ETC TO WALLS. DRAWING PINS ARE ACCEPTABLE. WALLS DAMAGED BY BLUTAK OR SIMILAR ARE SUBJECT TO RE-PAINTING AT TENANTS EXPENSE.**
- (7) Keep any animals, birds or reptiles on the property without written permission from the Landlord.
- (8) Leave any "Rubbish" (old bikes, weight eqpt, computers, tv's, musical instruments, boxes, furniture, suitcases etc), on or within the Property at the termination of the tenancy without prior arrangement with the Landlord.
Rubbish left behind at the end of this Agreement will be removed by the Landlord at a cost of £ 20 per bin liner / article (£ 200 for cars)
- (9) Shall not have an open fire unless the Landlord confirms the chimney flue is open and correctly vented. Any damage caused by an open fire is solely the Tenants responsibility including cost of repairs if required.
- (10) Install any satellite dishes/radio receivers/Digital receivers without prior consent of the Landlord. Failure to do so will incur the Tenant costs of returning the property to it's former condition.
- (11) Allow any loud music, shouting, parties, banging of doors or other such behaviour between the hours of 11 pm to 8 am (OR AT ANY OTHER TIME if it causes nuisance to the neighbours).
- (12) Not permit any kerosene, free-standing gas heaters or electric heaters to be brought into and used upon the premises.
- (13) Change the locks to any doors of the property without prior consent of the Landlord and without supplying him with as many copies of the keys as he may specify.
- (14) Tenant is responsible for turning off the water stop cock (which is clearly marked) during the following periods:
- (1) When the house is empty for more than 5 days and
 - (2) For the entire Xmas holiday period when the house is empty.
- (15) **Smoke or allow anyone else to smoke in the property.** In the event of non-compliance, the Landlord will professionally clean the Premises to remove odours, discolouring or damage to décor / furnishings. This will be at the Tenants expense.
- (16) **DRY CLOTHES ON RADIATORS OR PORTABLE AIRERS AS THIS WILL CAUSE CONDENSATION RESULTING IN BLACK MOULD FORMING. Remedial work caused thus will be at Tenants expense.**

- (17) Move any furniture out of the house or move large furniture items into the house or from room to room without the Landlords permission.
- (18) Not receive keys to the Property until (a) The AST is fully executed (b) SO and TDF copies are received (c) The full deposit is paid.
- (19) Use candles anywhere in the house.
- (20) Store bikes in the house at any time.

(J) THE LANDLORD SHALL:

- (1) Keep in repair the structure of the Property including the roof, walls, foundations and stairs.
- (2) Keep all electrical and other working apparatus belonging to the Landlord in good working order at all times. Unless the appliance(s) has been neglected, damaged or misused by the Tenant.
- (3) Insure the Property against fire and reimburse the Tenants rent for any period that the Property is uninhabitable due to fire.
- (4) Ensure that the Tenant paying the rent and performing his/her other obligations under the tenancy may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord.
- (5) If the Tenant does not pay the rent (or any part) within fourteen days of the due date (whether it has been formally demanded or not) or any of the stipulations on the Tenants part shall not be performed, the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely terminate without prejudice to the other rights and remedies of the Landlord.
- (6) Any Notice to be given shall be deemed to be properly given if sent by Registered Post, Recorded Delivery, by hand or e-mail to:

The Tenant at the address of the property **OR** to the Landlord at his address (or e-mail) given at the beginning of this Agreement.

(K) DEPOSITS

- (1) The Tenant shall pay a damage deposit to the Landlord before the commencement of the term hereby granted in the sum of **£ 2685.**
- (2) It is agreed and accepted that the said deposit may **NOT** be used by the Tenant as rent at any time during the tenancy and shall be repaid without interest as soon as reasonably practicable after the determination of the tenancy, and **AFTER DEDUCTING ANY SUM IN RESPECT OF:**
 - 1. OUTSTANDING RENT, COUNCIL TAX ETC.
 - 2. REPLACEMENT OF LOST OR BROKEN ITEMS FOUND WITHIN THE INVENTORY AND CAUSED BY THE ACT OR DEFAULT OF THE TENANT.
 - 3. CLEANING OF THE PROPERTY IF NOT LEFT IN THE SAME STATE AS AT THE START.
 - 4. CLEARANCE COSTS FOR RUBBISH AS DETAILED ABOVE. (PARA. I-7)
 - 5. COMPENSATION FOR THE BREACH OF ANY TERM OF THIS AGREEMENT.
 - 6. DETERIORATION TO THE DÉCOR DUE TO FUNGAL GROWTH, CONDENSATION OR ASSOCIATED PROBLEMS.
- (3) The Landlords “Deposit Protection Scheme” is administered by www.mydeposits.co.uk. Telephone: 0871 703 0552. The Membership Number is 10041656.

As this AST is a “Joint Tenancy”, the Tenant is obliged to provide the name of a “LEAD TENANT” (1) who will SIGN AND PRINT BELOW. N.B: The “Lead Tenant” (1) Is the person responsible for handling the Deposit procedures. In the event that this person leaves early or relinquishes responsibility, a “Lead Tenant” (2) will sign the AST in the space provided.

LEAD TENANT (1) SIGN: _____ PRINT: Andrew Powell

LEAD TENANT (2) SIGN: _____ PRINT:

(L) Nothing in this Agreement shall impose any liability on the Tenant which is cast upon the Landlord by section 11 of the Landlord and Tenant Act 1985 or any statutory modification or re-enactment thereof and nothing in this Agreement shall impose any liability upon the Tenant for normal wear and reasonable fair wear and tear to the Property or any of the contents or for damage covered by the Landlord's Insurance Policy on the Property.

NOTICE UNDER SECTION 48 OF THE LANDLORD AND TENANT ACT 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord by the Tenant at the address shown on page 1 of this Agreement.

NB: This AST is a legally binding document. We advise that you read it carefully and seek legal advice (if required) before signing.

AS WITNESSED BY:

SIGNED by Tenant: _____
PRINT by Tenant: Andrew Powell

SIGNED by Tenant : _____
PRINT by Tenant :

SIGNED by Tenant: _____
PRINT by Tenant:

SIGNED by Tenant: _____
PRINT by Tenant:

SIGNED by Tenant : _____
PRINT by Tenant :

SIGNED by Tenant : _____
PRINT by Tenant :

SIGNED by the Landlord _____

PRINT by the Landlord: G.W.WARREN

