

## Tenancy Principle Terms

Tenancy between

and

Tenancy of

Start date

End date

Followed by a Statutory Periodic Tenancy (Month to Month)

Rental Due Date of the month

Notice by tenant to be made on or before the of a given month and not less than one calendar month's notice from the due date

Fixed Term Rent £ per calendar month

Bond held £

Agent: **MICHAEL G. LEWIS & SON, 54 MANSEL STREET, SWANSEA**

## A Prescribed Information

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

### A1 Address of the property to which the tenancy relates

### Details of the deposit holder(s)

A2 Name(s)

### A3 Actual address

A4 E mail address (if applicable)

A5 Telephone number

A6 Fax number (if applicable)

### Details of tenant(s)

A7 Name(s)

### A8 Address(es) for contact after the tenancy ends (if known)

A9 E mail address(es) (if applicable)

A10 Mobile number(s) (if applicable)

**A11 Fax number(s) (if applicable)**

**The deposit**

**A12** The deposit is

£

**A13** The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

**A14** A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Michael G. Lewis & Son.

At the end of the tenancy

**A15** The deposit will be released following the procedures set out in clauses B3 of the Tenancy Agreement attached

**A16** Deductions may be made from the Deposit according to B3 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

**A17** The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on:  
**[www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)**

**A18** TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
- allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

**A19** A formal record of these activities should be made, supported by appropriate documentation.

**A20** Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

**A21** Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent (*delete if landlord*) and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

**Signed by the Tenant(s)**

**Signed by the Agent**

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

**The Dispute Service Ltd**

PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN

*phone* 0845 226 7837

*web* [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

*email* [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

*fax* 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

**Dated:** **2011**

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and

## **AGREEMENT**

For letting unfurnished dwelling-Flat/House at

On an Assured Shorthold Tenancy

Rent £per Calendar month  
Exclusive of Council Tax and Water Rates

**Michael G. Lewis & Son**  
**Property Managers**  
**54 Mansel Street**  
**City & County of Swansea SA1 5TE**

## **IMPORTANT:**

**This agreement contains the terms and obligations of the tenancy...**

**You should read it carefully to ensure that it contains everything you want to form part of the agreement and nothing that you are not prepared to agree to.**

**If you do not understand this agreement or anything in it, it is strongly suggested that you ask for it to be explained to you before you sign it.**

**You may consider consulting a solicitor, Citizens Advice or Housing advice Centre**

### **Size of Household**

**The Property has been offered to the Tenant on the basis of their declared household composition. The Tenant shall advise the Landlord or Landlord's Agent of any change in the occupants of the Premises.**

**If, at any time, the new household composition differs from that stated and this causes overcrowding or the Property deemed as an unauthorised HMO, this will be classed as a breach of tenancy. The Landlord may seek possession by service of a Section 8 Notice upon the Tenant and a subsequent court order.**



1. **THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
2. **THIS** Agreement is intended to create an assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 (as amended by the Housing Act 1996) and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly
3. **WHERE** the context admits: -
  - (a) **"The landlord"** includes the persons for the time being entitled in reversion of the tenancy. If the property is sold during the tenancy, the new owner will take over the person termed as "The Landlord"
  - (b) **"The Tenant"** includes the persons deriving title under the Tenant, this includes joint and several tenants
  - (c) **"The Agent"** shall be referred to in the Tenancy Agreement **"As Member"** for the purpose of the Tenancy Deposit Scheme" and for the time in being will be **Michael G. Lewis & Son, 54 Mansel Street, Swansea SA1 5TE Tel: 01792 456871 email [mglas@globalnet.co.uk](mailto:mglas@globalnet.co.uk)**
  - (d) References to the Property include references to any part or parts of the Property and to the Fixtures and Effects or any of them
  - (e) Words importing one gender include all other genders and words importing in the singular include the plural and vice versa
  - (f) **"Joint & Several Liability"** Where the tenant consists of more than one person they have joint and several liability under this agreement (this means that they will be each liable for all sums due under the agreement, not just liable for a proportionate part). i.e. If one tenant fails to pay their proportion the other occupant(s) is(are) obliged to pay the difference or if one person breaches the terms of the tenancy it will be deemed you have all breached the terms of tenancy.
  - (g) **"ICE"** is defined as the "Independent Case Examiner of the Dispute Service"
  - (h) The Acceptance of Rent after the Tenant has breached any of his/he obligations contained within this Agreement shall not prejudice the Landlord's right to enforce compliance with this Agreement

**B1.1 The Deposit of £ is paid by the Tenant to the Agent**

**B1.2** The deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

**B2 Interest** Any interest earned will belong to the agent

**B3 Purpose of the deposit** The Deposit has been taken for the following purposes:

- Any damage, or compensation for damage, to the property its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable
- Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

#### **B4 At the end of the tenancy**

- B4.1** The /Member must tell the tenant within 14 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- B4.2** If there is no dispute the Member will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- B4.3** The Tenant should try to inform the Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Member as due from the deposit within 28 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- B4.4** If, after 14 working days following notification of a dispute to the Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- B4.5** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (B3) above.

**Please note:** The Deposit or any part of the deposit not in dispute will be returned to the parties named on the tenancy in equal proportions unless otherwise informed and authorised by all named tenants in writing. The deposit or any part not in dispute will be returned by way of BACS only (direct into a UK bank account). This is due to cheque's being lost in the post.

#### **4. The Tenants Obligations and Undertakings**

**You are required as follows:**

##### **RENT**

To pay the Rent above and in the manner specified above whether formally demanded or not

##### **INTEREST/BANK CHARGES/ARREARS**

If you fail to pay the rent on the required date, and if after 14 days from the due date you have still not paid the rent, then you will be charged interest on the overdue rent from the day it became due at the rate of 4.5% above HSBC's base interest rate per month

If you present a cheque that is not honoured by your bank, you will be required to pay the landlord or landlord's Agent reasonable administration charges, plus bank charges incurred for any unpaid cheques.

If the landlord or Landlord's Agent has cause to write to you concerning any meaningful breach of the terms of this tenancy, which will include but not limited to, rent arrears, anti-social behaviour and service of notices, you will be liable to pay for the reasonable administration cost for each letter sent – a maximum of £23.50 (inc vat) per letter

##### **UTILITIES**

As the rent does not include any utilities, you will be responsible for the payment of the following during the period of your occupancy

##### **Gas, Electric light and power, Water charges relating to the property, Telephone/internet**

Within 7 days of occupation of the property you are responsible to arrange with the relevant authorities for all accounts in respect of gas, electricity, water (including meter readings) and council tax or other property tax at the Property to be addressed to the Tenant in his/her own name and to pay for any connection charges.

On your vacation of the property, you will also be responsible for reading all the meters and informing the utility companies of those final readings and giving them your forwarding address.

If you have installed a token meter during your occupation, you will be responsible for any standing charges or costs incurred to have the meter(s) changed back to normal credit meters.

The Tenant shall notify the Landlord or Landlord's Agent of utility company, final meter readings and confirm that the utility companies have been informed of these readings and new address.

##### **COUNCIL TAX**

Your rent does not include any council tax and therefore you are responsible to pay to the local authority the Local Authority Council Tax due on the Property for the duration of the tenancy or until possession of the Property is returned to the Landlord

Where there are joint tenants, and one or more of the tenants is exempt from council tax (student or other) any other tenant not having exemption shall be liable for any council tax or part thereof

Should the landlord be billed for council tax, when it is due by the tenant(s), then the tenant(s) will be liable to refund the landlord the amount billed.

## **DECORATION**

You are responsible for the continuing state and condition of the decoration in the property. So should you damage or injure the decoration, such as the use of blue tack or suchlike or make any alteration without the written consent of the Landlord, you are responsible to make good at the end of the tenancy or be liable for the fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal. This may include having to re-decorate a wall or walls to match. When using picture hooks, use the white plastic kind, as they are less damaging to the wall, you are still responsible for the removal and making good any damage caused by the use of these.

The Tenant should redecorate the property if, (1) it has been allowed to deteriorate during the course of the tenancy( including but not limited to condensation mould, crayon or pen marks, furniture rub marks (2) the effect of nicotine staining or such like, watermarks or damaged wall covering due to drying clothes on radiators or other appliances not designed for such use (3) at least once in every three years - Subject to first obtaining the permission of the Landlord or Landlord's Agent.

You **must not** change the colour scheme of the interior (including addition of borders etc) nor change the colour scheme of the exterior of the property without first obtaining written permission from the Landlord or Landlord's Agent.

Should permission be given, the Tenant will take all reasonable precautions to avoid spillages or paint on carpets or other surfaces and without any damage/paint splatter to surrounding areas, as you will be responsible for any damage as a result.

Should the painting/wallpapering not be of a suitable standard pay for a contractor the reasonable cost to restore the decoration to a suitable standard.

## **INVENTORY/CONDITION REPORT**

On occupation of the Property, you must check any inventory/condition report provided making suitable notes of any discrepancies; it is advisable to also take dated photographs of any inconsistencies. These notes should be returned to the landlord or landlord's agent within 10 days of occupancy.

If the landlord or landlord's agent is not in receipt of any amendments to the inventory/condition report in this time, the landlord or landlord's agent will take this as your agreement with the one provided and this will form the basis of the check out on your vacation.

It is also important that you make your own detailed report and have dated photographs in the event that a landlord has not prepared a condition report for you.

## **FIXTURES & EFFECTS**

You are responsible to preserve the fixtures and Effects from being destroyed or damaged and you must not remove any of them from the Property (including storing them in a garage, shed or any other area). This would also include informing the landlord or landlord's agent immediately should there be any damage due to a leak, roofing problem, as any excessive damage that could be avoided by this information being given immediately may have saved the property from further damage and resulting costs.

You are responsible for the payment for compensating for any loss damage or repair to the property or fixtures, fittings or contents. Except if such a loss or damage is 1: Caused by the Landlord, Landlord's Agents or appointed tradesmen 2: Due to manufacture or design fault 3: Fair wear and tear 4: Damage by fire or storm

## **INSURANCE**

You are responsible to hold comprehensive insurance to cover your personal belongings, effects, including fridge and freezer contents in the event of mechanical breakdown or other problem.

The Landlord or Landlord's Agent do not have control over actions of a utility supplier in the case of power failure of the grid or local gas escape.

## **PROPERTY VISITS/ACCESS**

You must allow access to the landlord, the Landlord's Agent and workmen at reasonable hours of the Daytime, to enter the Property to view the state and condition, and for the purpose of executing any repairs or other matters, which the landlord may require to be done to the premises or garden. At least 24 hours notice will be given to the Tenant for such access.

Routine inspections of the property will normally be carried out on a three to four monthly basis or as otherwise agreed, following giving at least 24 hours notice of a routine inspection, the tenant hereby agrees with the landlord to allow the landlord or landlord's agent access to the property, by being at the property in person or allowing the landlord or agent the passage by way of their own keys. Nothing in this clause shall contravene the Tenant's right of peaceful and quiet enjoyment of the property

It is expressed that in the event of an emergency, such as a flood or fire etc., the Landlord, Landlord's Agent or authorised person may enter the property to deal with such an emergency without the need of such notice..

Under the Gas Safety Installation and Use Regulations, the Landlord has to obtain a gas safety certificate every 12 months. Therefore you must agree to give access to the Gas engineer where prior notice has been given to carry out the annual gas safety certificate as required by law for the benefit of your safety. Failure to allow access to the engineer may result in legal proceedings being taken to ensure the inspection is carried out.

Permit the Landlord or the landlord's Agent at reasonable hours of the daytime within the last twenty eight days of the tenancy (however determined) to enter the Property with prospective tenants in the event of the Landlord wishing to re-let the Property or with prospective purchasers or other persons in the event of the Landlord wishing to sell or otherwise deal with its reversion giving the Tenant giving at least 24 hours prior notice in all cases.

## **SUBLETTING**

You must not sublet or share possession or part with possession of the Property without the previous consent in writing from the landlord. If the Landlord consents to subletting, such consent will require the Original Tenant to be party to such an agreement and will be still responsible for the wellbeing of the Property and rental commitments.

Instead of consenting to assignment of the tenant the landlord may insist on granting a new Tenancy Agreement, in which case when the new tenancy commences the outgoing tenant's obligations will come to an end. The outgoing and incoming Tenant must pay reasonable administration charges incurred by the Landlord in dealing with the new agreement.

## **OCCUPATION OF THE PROPERTY**

Not to use the Property for (1) any profession, trade or other business 2) let apartments, rooms, receive paying guests (3) place or exhibit any obscene notice board or advertising in or around the property or relating to it which does not conform to planning permission or which causes a nuisance or annoyance

Should the Tenant allow the property to be occupied by others who are not immediate family or more than the stated number as per the completed applicant form provided to the landlord or landlord's agent which causes the Property to become an unauthorised House in Multiple Occupation (HMO), this will be treated as a major breach of tenancy and the landlord will immediately take legal action against the Tenant for breach of tenancy.

For clarification: An HMO is a property occupied for three or more unrelated persons, forming two or more households and sharing amenities, such as kitchen, living room, bathroom and kitchen.

## **USE OF PROPERTY**

You may use the Property only for the purpose of a strictly private residence for the occupation of the named tenant(s) and his/her immediate family only, except occasional guests . This does not mean permanent guest(s)

The Tenant is responsible to keep the property in Tenantable Repair - "Tenantable Repair" means you are responsible for carrying out safely, day to day small repairs that any home-occupier would normally do e.g. re-hanging a cupboard/wardrobe door, replacing light bulbs and batteries, tightening screws on furniture and fixtures, refitting a door handle, bleeding radiators of air, replacing a tap washer, removing mould, refitting a toilet seat or toilet roll holder, tightening or replacing a washer in a flexible water pipe on a washing machine. This list is indicative and not prescriptive of the types of reasonable every day repairs that need to be done to keep the Premises in the same condition as at the start of the Tenancy. This excludes items, which the Landlord has responsibility in law.

The tenant would be responsible for the reasonable cost of compensating the Landlord for failing to observe this clause.

No sale, auction nor any meeting of political or terrorist nature may be held in any part of the Property.

Not to hang or expose in or on the Property so as to be visible to the outside any clothes or washing of any description or other articles except in an area of the garden or otherwise specifically set aside for this purpose. Should there be no garden, the Tenant should make adequate provision for the drying of clothes except on any appliance not designed for such purpose, such as radiators, fires etc.

Not do anything, which may be or become a nuisance or annoyance to the Landlord, Tenants, owners or occupiers of adjoining premises (including other dwellings within a building if split into separate dwellings such as flats). This includes excessive noise - (Noise can take many forms, such as loud music, impact noise etc)

Take suitable precautions for the prevention of fire or other perils

Not permit the premises to be used for, any illegal, immoral purposes or for any offensive or dangerous pursuits, which includes the manufacture, storage or use of any controlled drug, prostitution, possession of illegal firearms or any similar action or activities.

NOT bring into the property any furniture that is not compliant with the Fire & Furniture (Safety) Regulations Act 1988 Amended 1993

## **NOISE / ANTI SOCIAL / UNSAVOURY BEHAVIOUR**

Not to allow high volume of televisions/ stereos (including cd/dvd/mp3 players) so that it causes unnecessary annoyance to neighbours (having regard to the construction of the property)

Not to install or operate in or upon the premises any machinery or apparatus which may cause damage to the Property or neighbouring properties

Not to allow any actions that might constitute Anti Social or Unsavoury Behaviour, such as but not limited to loutish, rude behaviour, use of foul language towards, neighbours, other tenants, the landlord, the agent or persons action on instructions from the Landlord or Agent such as tradespersons.

## **DUTY OF CARE**

Not to damage or harm the Property or make any alteration in or addition to it.

You are responsible to keep all drains relating to the property clear of food and build up of leaves or other natural debris by regularly cleaning out the drains or gulleys

You will be responsible to pay for the cleaning if due to the negligence of the Tenant, visitor or occupier –.

You must not to obstruct or suffer oil grease or other harmful matter or substance to enter drains, gulleys or suchlike. This does not affect any legal responsibility on the part of the Landlord or Landlord's Agent to repair any such drain/gulley or pipes should they become defective due to reasonable use or age.

You will be responsible to maintain the interior of the Property including blinds; curtains; carpets; doors; locks window fasteners in the same order as at the commencement of the tenancy (reasonable wear and tear and damage by fire, storm and tempest excepted) and to pay for the interior redecoration, painting or papering that has become damaged by the Tenant and family, visitor or guest during the tenancy. Particularly due to nicotine staining

In order to prevent any condensation mould growth, you must heat and ventilate the Property adequately. Do not block up any vents or disconnect any electrical ventilation appliances. You will be responsible for the decoration costs if this is allowed to occur

Not to misuse any electrical and other appliances (reasonable wear excepted) and to replace batteries in door bells and smoke detectors, light bulbs (including tubes and starters), fuses and compensate the Landlord for the replacement any appliance damaged by himself or herself or guests during the tenancy with a suitable and agreeable product, having account for age.

Should a Tenant replace any lighting pendant or fitting with their own light fitting, on vacation of the lighting pendent must be correctly and professionally refitted. Should the Tenant fail to replace light fittings, the cost of the replacement will be deducted for the deposit/bond.

Report to the Landlord or Landlord immediately any repairs or defects to the property, electrical, gas or other appliance and not undertake any repair to the appliance without first obtaining permission from the Landlord or Landlord's Agents. If granted, such repair to be carried out by a qualified contractor if electric or gas an NICEIC or CORGI contractor.

Should such repair be agreed, supply the Landlord or Landlord's Agent a receipted account, and safeguard the Landlord or Landlord's Agent against any claim resulting from improper or dangerous workmanship and/or parts. On receipt, the Landlord or Landlord's Agent will reimburse such sum agreed.

Failure to report a repair that subsequently gets worse and causes damage to the property that could have been avoided by early attention will be deemed as negligence and could cause the landlord to seek reasonable damages from the tenant

Within seven days of receipt of any notice order or proposal made given or issued by a competent authority under or by virtue of any enactment relating to town and country planning give full particulars of to the Landlord or Landlord's Agent and also without delay to take all reasonable steps to comply with such notice order or proposal

Not leave any bicycle, property, goods, parcels, refuse or any other material in any entrance, hall, staircase, passages which causes limited means of escape of the building

IN order to comply with the Gas Safety (installation and use) Regulations 1998 (or any amendment): ensure that ALL vents provided for this purpose are not covered or blocked in any way

In the event of an emergency, such as a burst pipe, electrical fault, which occurs when the Landlord or Landlord's agent cannot be contacted or during unsociable hours the Tenant must take all reasonable actions to take care of the property, this might mean turning the stop cock off and calling an emergency plumber or in the event of electrical problems calling an emergency electrician. All matters where Life and Death is at stake then the Emergency Services must be called (Fire, Police or Ambulance). For minor repairs or other problems, these will be dealt with by contacting the Landlord or Landlord's Agent during normal business hours..

## **GLASS**

You will be responsible to pay for and immediately replace all glass in windows and doors that shall be broken by the negligence of the Tenant or a visitor or occupier during the term of the tenancy with that of suitable quality for such area (Toughened, double glazed etc).

You will be responsible for the cleaning of glass windows and doors inside when they become unreasonably dirty. This would include the wiping of the interior sills to remove any build up of dust/cobwebs or condensation that occurs.

## **GARDENS**

You will be required to maintain the garden in a similar state and condition as at the start of the tenancy and not lop, cut down or remove or otherwise injure any tree shrub growing in the garden or alter the general character of the garden.

On vacation of the property, the tenant is responsible to ensure that the garden, paths, driveways are clear of rubbish/disused barbecues and is responsible for ensuring that the grass is cut to a reasonable length (having account for the time of year) – reasonable being one week's growth during summer months.

The tenant would be required to pay the reasonable cost of cutting the grass and removing weeds that have been allowed to grow wildly over a long period of time so that it causes the property to have an untidy appearance

## **CONNECTING GAS COOKERS**

You are advised that it is a requirement that you employ a Gas Safe registered installer accredited with the required module for attending to gas cookers to install any gas cooking appliance in the property. It is hereby expressed that the tenant be responsible for any non compliant fitting of such an appliance, unless the landlord or landlord's agent has installed the appliance..

In many cases a securing strap or chain must secure the appliance to a wall to avoid toppling .

The landlord is responsible to ensure the correct type of fitting is available in the event the tenant wishes to install a gas cooking appliance. As part of the Gas Safety check the landlord is responsible to have the pipework checked but NOT any tenant's appliance.

If the gas cooking appliance is to be installed in a flat, then it MUST be fitted with a Flame Safety Device or (FSD)

## **RUBBISH / WASTE/ CLEANING**

Not commit or allow any waste, dismantle vehicles, spoil or destruction in or around the Property. The Tenant should become acquainted and observe refuse collection days and recycling procedures.

Pay for removal of any household rubbish from the Property including garden that has been allowed to build up during the tenancy.

Waste is regarded as but not limited to, refuse, unwanted items of furniture/junk, build up of debris in gully pots, junk mail, household waste/packaging

The tenant should ensure that during the tenancy that the property is cleaned regularly to avoid build up of dust, condensation mould, cobwebs. This would include, but not limited to - regular vacuuming of carpets, cleaning of worktops, sills, skirtings, disinfecting drains and sanitary ware

## **ANIMALS**

THE Keeping of pets that could harm the property in any way whatsoever or cause a nuisance to the landlord, neighbours or other tenants are strictly prohibited. The Landlord cannot unreasonably refuse requests to keep other animals. Any request to be made in writing. Animals kept on the property without written permission must be removed with immediate effect

Any permission may be withdrawn at any future time if the Property is not being kept in the appropriate condition.

If an permission is granted or if any animal is found at the property other than a goldfish/small bird in a cage, the Tenant must pay on request an additional deposit/bond of £100.00 to cover the cost of cleaning and where applicable to insecticide the property at the end of the tenancy

Upon vacating the Property, the Tenant shall carry out any necessary cleaning to the carpets (including spraying for insects/fleas by a reputable pest control contractor to render the property ready for the next occupiers. A receipt from such company would be required as proof that this had been carried out.

Should there be no receipt or proof (from the pest control company) that the property has been treated, The landlord may appoint a reputable pest control company to undertake this task and the reasonable amount be deducted from the deposit held

THE permission would apply only to the original pet(s) that you have described. The Landlord or Landlord's Agent would not agree for additional animals / pets, birds to be kept in or around the Property.

## **VEHICLES**

Not park cars, prams, motorcycles, bicycles or suchlike in or around the Property so as to obstruct free passage to other Tenants or their guests or adjoining neighbours

Not to allow any motorcycle or other type of vehicle to be brought into or stored within the property.

Protect the Landlord or Landlord's Agent from any claim for loss or damage to any motor vehicles goods or property in the premises which has been caused by actions other than that of neglect on the part of the Landlord or Landlord's Agent

## **OFFENSIVE ARTICLES**

NOT use store or keep any portable gas heaters (LPG) in or around the Property. No material or thing whatsoever of dangerous combustible or offensive nature such as Petrol, Diesel fuel, acids should be kept in or around the property apart from those required for general household use.

Bottled gas (only for gas barbeques) must be kept securely outside the property.

Not keep any guns or live ammunition unless these kept locked in a suitable cabinet as approved by the Police Authority which has been bolted to a suitable area (subject to the landlords permission which cannot unreasonably be refused)..

## **LOCKS/SECURITY**

Not to change locks without the express permission of the Landlord or Landlord's Agent. Return ALL keys at the end of the tenancy to the Landlord or Landlord's Agent. DO NOT LEAVE THEM WITH ANY OTHER PERSON OR IN THE PROPERTY.

Pay for the cost of replacing lost keys or the cost of replacing locks in the event of the Tenant's keys being lost or stolen during the tenancy period and which cost cannot be recovered through an insurance policy. The tenant would pay for the policy excess in the event of a claim..

Secure all external windows and doors accessible from the ground and any adjoining roofs or via down pipes whenever the building is left unattended and the keys withdrawn from all the locks.

Ensure that any security devices, such as alarms (if available) are used whenever the Property is left unoccupied, whatever the period.

Inform the Landlord or Landlord's Agent of any alarm code or give to the Landlord or Landlord's Agent details of a key-holder or the alarm key if the Property is to be left unoccupied for any reasonable length of time.

Inform the Landlord or Landlord's agent if the property is to be left unoccupied or unattended for more than 30 consecutive days.

Replace bulbs in security lights when they become defective

## **TELEVISION/SATELLITE EQUIPMENT**

Before installing any satellite equipment to the exterior of the building obtaining consent from the Landlord or Landlord's Agent. Such a request cannot unreasonably be withheld. The tenant may be informed that such equipment is forbidden due to the nature of the property (such as blocks of flats where the Headleasee has expressed that such equipment may not be installed on the property

Should permission be given, any damage made by the installation or removal shall be paid for by the Tenant.

Pay for any installation, repair or damage to any television aerial and/or associated equipment including satellite/cable equipment during the tenancy

Pay for a valid television receiving licence in respect of any television set in the Property during the tenancy.

## **FIRE SAFETY EQUIPMENT**

**Where the property has fire fighting equipment supplied the following must be observed**

Not remove, damage wedge open or alter in any way whatsoever the self- closing mechanisms of any fire doors in the premises

Not remove, paint over, damage or destroy or alter in any way whatsoever any intumescent sealing strips or smoke sealing strips in or on any fire door or doorframe in the Property

Not remove, damage, destroy or alter in any way whatsoever any heat and/or smoke detectors fire alarms fire fighting equipment and notices in the Property (normal use excepted)

You will be responsible to pay for any damage repair or replacement to any fire fighting equipment due to the negligence or misuse by the Tenant, visitor or other occupiers during the tenancy.

## **FLOOD/FIRE PREVENTION**

If away from the Property for any reasonable length period, make sure that all internal doors where possible are shut. The water turned off at the stopcock to prevent and flood damage and maintain sufficient heating during winter months to prevent damage to domestic water and central heating pipes and boilers. At all other times take all reasonable precautions to avoid the possibility of fire damage or effects from flood

CHECK all connections to a washing machine and/or dishwasher from time to time.

TURN off taps to the feed of a washing machine, dishwasher when not in use.

Pay for any damage to the property or adjoining property in the event of a flood resulting from the appliance being incorrectly installed by the tenant or the person installing the machine (except due to (1) the negligence of the Landlord, (2) landlord's agent or (3) tradesmen instructed by the landlord) IF the damage is covered through an insurance policy pay for any excess on that policy.

## **PESTS**

Pay for eradication arising from rodent, pest, insect or other infestation of the Property provided that this is not the direct result from the Landlord's neglect of the Property.

## **DISCLOSURE**

Disclose to the Landlord or Landlord's Agent in writing any conviction judgement or finding of any court or tribunal of such a nature as likely to affect the decision of any insurer or underwriter to grant or to continue insurance of the premises or in respect of loss of rent.

## **MAIL**

Forward to the Landlord or Landlord's Agent any mail/parcel in the name of the landlord delivered to the address as soon as reasonably possible.

Arrange with the Post Office on vacation of the property a redirection of mail service. The Landlord, Landlord's Agent or new occupiers of the property will not be responsible for redirecting any mail after the end of the tenancy

## **REFERENCE APPLICATIONS**

Pay to the Landlord's Agent a reasonable sum for any reference application request made by or on behalf of the Tenant for the purpose of a mortgage application or any other similar financial reference application made to the Landlord's Agent whether during the tenancy or after vacation.

## **LOCAL HOUSING ALLOWANCE**

Should the Tenant be or become able to claim Local Housing Allowance, it is hereby expressed that the Rent is wholly the responsibility of the Tenant and therefore arrears will be treated as arrears of Rent and will be dealt with accordingly. Any Local Housing Allowance claim is the direct responsibility of the Tenant. The Tenant should ensure that all forms or requests for documents should be sent to the authorities without delay.

## **STAMP DUTY**

THE Tenant will be responsible for assessing their liability, if any, and at any time, for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to the Inland Revenue

## **COPY DOCUMENTS**

THE Tenant will be liable to pay the landlord or landlord's agent the sum of £25.00 for the printing or supplying of any copy tenancy agreement (not including the copy tenancy given to the tenant when signing) at anytime.

## **MAINTENANCE REQUESTS**

Where the property is managed by the landlord, all reports for repairs / maintenance must be reported direct to the landlord

Where the property is being managed by **MICHAEL G. LEWIS & SON**, all requests for repairs /maintenance should be reported in any of the following ways

In person at our office	54 Mansel Street, Swansea SA1 5TE	
By telephoning	01792 456871 or 651166	during 9.00 - 1.00pm 2.00pm to 5pm Monday to Friday
By Fax	01792 654124	
By email	repairs@mglewisandson.co.uk	
Via our website	www.mglewisandson.co.uk/tenant/repairs	

## **NOTICE BY THE TENANT TO END THE TENANCY**

This tenancy has an initial fixed term and therefore the minimum term of occupation is six months:

The tenant may vacate the property on the last day of the fixed term without the requirement to give Notice. It would be courteous to inform the Landlord or Landlord's Agent if the tenancy is to come to an end at the end of the Fixed term.

### ***Notice following the fixed term tenancy (now Statutory Periodic)***

After the coming to the end of the fixed term, this tenancy will continue as a Statutory Periodic Tenancy – This means that you will be still bound by the terms of this tenancy, but it will continue on a month to month basis until (1) You agree to sign a new fixed term tenancy (2) the landlord give you notice of regaining possession (3) you give the landlord proper notice to vacate the property –

In order for you to vacate the property you will need to give the landlord or Landlord's agent **no less than one calendar month's notice from the rental due date which is given on the first page** of this document.

**Failure to give the one month's notice from this date will mean that your notice will be effective from the next month's due date and you will be required to pay another month's rent**

### ***Notice by tenant following the service of a Section 21 Notice while on a Statutory Periodic Tenancy***

If you have been served with a Section 21 Notice –(this notice is the landlord's legal method of ending an Assured Shorthold Tenancy for what ever reason, which is at least two months from your rental due date), and you wish to end the tenancy earlier than the expiry of this notice, you will still be required to give the landlord at least one month's notice from the rental due date as written on the first page. **Failure to give the one month's notice from this date will mean that you notice will be effective from the next month's due date and you will be required to pay another month's rent**

## **Process at the end of the tenancy**

### **The tenant is required to:**

Leave the property at the end of the tenancy (however ended) in a clean and habitable state.

Carpets should be in an unsoiled condition on vacation (or as specified on any inventory/condition report at the start of the tenancy and at least vacuumed). You are responsible to pay for the washing, cleaning, shampooing of all carpets, curtains, which have been soiled during the tenancy (reasonable use thereof to be allowed for). Carpets should be professionally cleaned at least once in every twelve months of occupation if heavily used or soiled.

If the tenant has been allowed by the landlord to keep a pet, such as a cat or dog, the tenant must pay for pest control, and a receipt of such be produced to the landlord or landlord's agent to confirm that this has been professionally undertaken.

Where a tenant has failed to notify the landlord or landlord's agent of allowing a pet to be kept at the property, and information or verification that this has occurred, the Tenant will be required to pay for the pest control of the property.

Kitchen appliances should be clean and in readily useable condition, if returned in an unclean state, the landlord will deduct reasonable costs to return the appliances into a suitable condition, this may include professional cleaning if returned heavily stained or with food/grease residue.

Kitchen work surfaces and cupboards should be wiped and free from grease or other food residue. All food and tenants belongings should be removed from all cupboards.

All sanitary ware should be clean and disinfected – cleaning agent should left in toilets.

Windows should be clean and free from dust; sills should be wiped to remove any residual dust cobwebs etc..

Leave the Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.

The tenant will be liable for the cost of any decoration due to the presence of condensation mould growth (black mould) that has been allowed to multiply on walls, ceilings or surfaces.

All rubbish, unwanted items of furniture and other tenant's possessions must be removed from the property on vacation, except one black bag suitable for collection by the local authority. The Tenant will be charged for the reasonable costs of removing any more than this one bag.

All grass should be cut to a suitable length having regard to the seasons, overgrown grass/lawns will be charged at the reasonable rates of a contractor. All items of garden furniture, gas bottles for barbecues belonging to the tenant should be removed.

All keys (including copies) must be returned either to the landlord, or to the landlord's agent's office – do not leave them in the property of with anyone else on vacation. The tenant will be responsible for the cost of any lock change if this procedure is not carried out.

The Tenant will be invited to attend the final inspection of the property following vacation. If neither the tenant nor his representative attends by appointment, the Landlord or Landlord's agent will carry out the check without further consultation. Should anything be noted in contravention of the terms of this agreement, the tenant will be written to (where the Landlord or Landlord's Agent has a forwarding address) highlighting those contraventions under the terms of the Tenancy. Should a dispute arise between the landlord and tenant which cannot be resolved within the time stated by the Dispute Service, the matter will be referred under those provisions.

If paying the rent by standing order, it is your responsibility to cancel this with your bank. Should any payment be made in error, the Landlord or Landlord's Agent may make an administration charge of £15.00 for the return. This will be deducted from the amount paid.

**A**

***Provided always and is hereby agreed as follows :***

- i)** That if the Rent or any instalment or part thereof shall be in arrear for at least fourteen days after it becomes due (whether legally demanded or not) or if there shall be a major breach of any of the agreement by the Tenant the Landlord may re-enter on the Property after first obtaining a County Court Order and execution by a bailiff to do so and immediately the tenancy shall cease without prejudice to the other rights and remedies of the Landlord
- ii)** That if the Tenant or some person acting at his instigation shall make any false or misleading statement the Landlord may re-enter the Property under Ground 17 of Section 2 of the Housing Act 1988 as amended by Section 102 of Housing Act 1996 after first obtaining a County Court Order and execution by a bailiff to do so and immediately the tenancy shall cease without prejudice to the other rights and remedies of the Landlord.
- iii)** or if the Property shall without consent as aforementioned be left vacant or unoccupied or
- iv)** If any of the Grounds listed in Schedule 2 of the Housing Act 1888, as amended by Housing Act 1996 apply being 2, 8, 10,11, 12, 13, 14, 15, or 17. as briefly described as:

  - G 2 – Prior mortgage and required for sale by mortgagee
  - G 8 – More than two months rent in arrears
  - G10 – Arrears of rent at the date of notice seeking possession and at the issue of Proceedings
  - G11 – Persistent delays in paying rent
  - G12 – Obligation of tenancy (other than rent) broken or not performed
  - G13 – Deterioration of the dwelling-house, owing to waste by, neglect or default of the tenant
  - G14 – Nuisance, annoyance or use of dwelling house for immoral or illegal purposes, by tenant or person residing in or visiting the property
  - G15 – Deterioration of furniture, owing to ill-treatment by tenant or occupier
  - G17 - The tenant is guilty of misleading or making false statement to gain possession or to take the tenancy of the dwelling
- v)** If the Tenant being an individual shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation as a solvent company), or if the Tenant shall enter into any composition with his creditors or suffer any distress on his goods in the Property, the Landlord may re-enter on the Property (subject to first obtaining a County Court Order to do so) and immediately the tenancy shall cease without prejudice to the other rights and remedies of the Landlord.
- vi)** It is expressed that the Landlord or Landlord's Agent would have the authority to apply to a Court for a Possession Order should this be necessary to obtain possession and or for arrears of rent and utility charges, any costs incurred would be bourn by the Tenant and /or deducted from the Deposit/Bond, unless directed otherwise by a court of law.
- vii)** Where the tenant has abandoned the property or has clearly vacated and not surrendered the keys of the property to the Landlord or Landlord's agent, the landlord has the right to re-enter on the Property and immediately the tenancy shall cease without prejudice to the other rights and remedies of the Landlord

**B**

- i) The Agent shall hold the deposit/bond referred to above throughout the term of the tenancy on behalf of the Tenant as security for compliance by the Tenant under this Agreement and payment holding and use shall be without prejudice to any rights or remedies whether express or implied
- ii) As soon as is reasonably possible after the termination of the tenancy, the Landlord or Landlord's Agent shall check the Property with or without the Tenant being present for unfair damage or neglect on the part of the Tenant.
- Should **unfair** wear and tear be established or a major breach or non compliance of the terms of this agreement the Landlord or Landlord's Agent shall inform the Tenant under the direction of the Tenancy Deposit Scheme
- If the balance shall be insufficient for the purpose aforesaid the Tenant shall pay to the Landlord or Landlord's Agents on demand such further sum as required for such purpose including rent arrears and outstanding utility charges.
- iii) The deposit/bond may be held for up to 28 days following the termination of the tenancy in order to properly address any damage/ unfair wear.
- iv) The Tenant has the right to an independent arbitrator if any dispute arises.
- v) If the Property is incapable of re-letting or beneficial use because the Tenant has left substantial goods in the Property, the Tenant will be required to pay a sum equal to the Rent until such goods have been removed from the Property. The Landlord, upon proper notice, be entitled to remove and dispose\* of any goods left by the Tenant in the Property and to recover all reasonable costs of storage and sale from the proceeds, with any balance to be paid to the Tenant
- *In accordance with The Torts (Interference of Goods) Act 1977, Section 12 & 13*
- vi) Any Notice to the Tenant shall be deemed sufficiently served if it is sent by First Class Mail, Recorded or Special Delivery or hand delivered to the Tenant at the Property or last known address and shall be deemed to be received two days after posting or in the case of being hand delivered – the day on which it was delivered by hand
- l) The Landlord strongly advises that the named Tenant takes holds insurance to protect the Tenant's personal possessions as the Landlord's insurance does not cover tenant's possessions. .

It is hereby expressed that the Landlord or Landlord's Agent will not be held liable for power failure. The Tenant should have suitable cover arranged for fridge and freezer contents.

## 5. The Landlord's obligations to the Tenant

### *The Landlord agrees with the Tenant as follows:*

To pay all assessments and outgoings in respect of the Property (except the water rates and any council tax payable by the Tenant under the heading Council Tax and utilities above and except charges for the supply of gas oil coal or electric light and power or the supply and/or use of any telephone

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

If the Property shall be burned down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Arbitration Act 1996 or any amendment. Provided always that this clause shall not apply if the fire damage is caused by any act or omission or negligence on the part of the Tenant, occupier or visitor, in which case the Rent shall continue to be paid under the terms of this tenancy agreement.

To keep in good and well maintained order all gas installations and appliances supplied by the Landlord, and to ensure that they conform to the Gas Safety (Installations and Uses Regulations 1998, or any amendment thereon, and for a GAS SAFE Registered contractor to service the appliances at least once every period of twelve months.

To keep in good and well maintained working order, the installations and appliances contained in the Property and supplied by the Landlord for the supply of water gas and electricity. **PROVIDED** that this Agreement shall not be construed as requiring the Landlord to carry out any works which the Tenant is liable by virtue of his duty to use the Property and Fixtures and Effects in a tenant-like manner and, **PROVIDED FURTHER** that the Tenant shall pay the reasonable cost of repairs to such installations or items resulting from misuse.

The Landlord covenants that the Property complies with all current Government Safety Regulations. A copy of the Gas Safety Record will be issued to the Tenant.

The Landlord agrees to comply with all Regulations/Acts that may from time to time come into force regarding the letting of property in England & Wales

This Agreement shall take effect subject to the provisions of Section 8 and 11 of the Landlord & Tenant Act 1985 as amended by Housing Act 1988 Section 166 – The Landlord is required to keep in repair all drains, gulleys, external pipes, sanitation equipment and supply of water, gas and electric in working order (damage, blockages made by the Tenant excepted).

## NOTICES

**NOTICE** under Sections 47 and 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

**54 Mansel Street, City & County of Swansea SA1 5TE**

**NOTICE** under Ground 1 of Housing Act 1988. It is hereby **AGREED** that the Tenancy may be recovered on Ground 1 in Schedule 2 if:

- (a) At some time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the dwelling-house/flat as his only or principal residence; or
- (b) The Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the dwelling house/flat as his or his spouse's only or principal home and neither the Landlord (or in the case of joint Landlords, any one of them) nor any other person who, as Landlord, derived title under the Landlord who gave this Notice acquired the reversion on the Tenancy for money of money's worth

**NOTICE** under Ground 2 of Housing Act 1988. It is hereby **AGREED** that the Tenancy may be recovered on Ground 2 in Schedule 2 if:

"**THE** dwelling house at is subject to a mortgage granted before the beginning of the tenancy and the provisions for the recovery of possession by a mortgagee in Ground 2 part 1 of Housing Act 1988 and Section 7 (6) of the Housing Act 1988 apply accordingly. If the Landlord's mortgagee is or becomes entitled to exercise its power of sale then the Landlord's mortgagee shall be entitled to forfeit this agreement and gain vacant possession of the Property on Ground 2 of Schedule 2 of the Housing Act 1988".

### **NOTICE of JOINT and SEVERAL Liability**

**WHERE** there are two or more individuals included in the expression "the Tenant" covenants herein expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally. **This means that should one or more individual(s) vacate the property the other remaining individual(s) will be responsible for the full Rent and terms of this Agreement. During the term of the Tenancy all Tenants residing in the Property will be equally responsible for the Rent and Terms of the tenancy.**

IT is hereby expressed that the Guarantor agreement will be party to the tenancy and will be called upon should there be any major breach of the tenancy conditions such as rent arrears or other financial obligations

### **Specially Negotiated Clauses**

**The clauses contained under this heading have been mutually agreed between the Landlord and Tenant and are specific and individual to this tenancy.**

**NONE**

**AS WITNESS** the hands of the parties hereto the day and year first above written

**SIGNED** for and on behalf of the above-named  
(the Landlord)

in the presence of

\_\_\_\_\_  
**(Agent)**

**SIGNED** by the above-named  
(the Tenant)

\_\_\_\_\_  
**(Tenant)**

in the presence of

\_\_\_\_\_  
**(Tenant)**

**M G LEWIS & SON**