

# ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

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## Important Notes for Tenants

- **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
- **Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.**
- **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

## General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.
7. In the event of a dispute between the parties to this Agreement such dispute may be referred to the The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP. Details of the scheme can be viewed on their website ([www.tpos.co.uk](http://www.tpos.co.uk)).
8. The Agent has provided the Tenant with their Tenant Application Procedure Document
9. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least one month's notice in writing ending on the last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two month's notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988.

**THIS AGREEMENT** is dated

**PARTIES**

- (1) Heyford Residential Limited  
(Landlord).
- (2) *[include e-mail address and mobile number as well as address]*  
(Tenant ).
- (3) Heyford Park Management Company Limited of 52 Camp Road, Heyford Park, Bicester, OX25 5HD, whose e-mail address is [lettings@dorchestergrp.com](mailto:lettings@dorchestergrp.com) and telephone number is 01869 238200 (Agent)
- (4) [ (Guarantor ).]

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Contents:** the furniture, furnishings and any other items set out in the Inventory.

**Deposit:** £[•].

**First Rent Payment Date:** [DATE].

**HA 1988:** Housing Act 1988.

**HA 1996:** Housing Act 1996.

**HA 2004:** Housing Act 2004.

**ICE:** Independent Case Examiner appointed by the Dispute Service Ltd.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

**Inventory:** the list of Contents attached to this agreement and signed by the Tenant.

**Lawful Occupiers:** those listed in Schedule 1.

**LPA 1925:** Law of Property Act 1925.

**LTA 1985:** Landlord and Tenant Act 1985.

**LTA 1987:** Landlord and Tenant Act 1987.

**Prescribed Information:** the information required under section 213(5) of the HA 2004 as set out in The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

**Property:** [ADDRESS]

**Rent:** From 202[] to 31 December 202[] the sum of £[ ] per [ ] and from 1 January 202[] until the end of the Term the sum of £[ ] per [ ].

**Rent Payment Dates:** [ ] day of each month.

**Scheme Administrator:** administrator of either a custodial or insurance Tenancy Deposit Scheme.

**TDS:** Tenancy Deposit Scheme (Custodial).

**Term:** a fixed term of [MONTHS/YEARS] from [DATE].

**Working Day:** A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings do not affect the interpretation of this agreement. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular and a reference to one gender shall include a reference to the other genders.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to an agreement is a reference to this agreement and a reference to **writing** or **written** includes faxes and e-mail.
- 1.6 Any reference to Tenancy refers to the tenancy created under this agreement and any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.7 "Relevant Persons" mentioned in the Prescribed Information pages means any person or company paying the deposit on behalf of the Tenant, e.g a local authority, parent, Guarantor. Any "Relevant Persons" will be given details of the TDS.
- 1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 References to clauses are to the clauses of this agreement.

1.10 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several.

1.11 **[The obligations of the Tenant and the Guarantor arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.]**

## **2. GRANT OF THE TENANCY**

2.1 **[At the request of the Guarantor, the ]**[The ] Landlord lets the Property to the Tenant for the Term.

2.2 This agreement creates an assured shorthold tenancy under Part I Chapter II of the HA 1988, which means that once the Tenancy has expired the Landlord is entitled to recover possession under section 21 of the HA 1988, unless the Landlord has served a notice on the Tenant at the start of, or during the Tenancy, stating that it is not an assured shorthold tenancy.

2.3 If the Landlord allows the Tenant to remain in the Property after the Term has expired then the Tenancy will continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy, the Tenant will give the Landlord at least two months' notice in writing. The notice must end on the day before the Rent Payment Date.

## **3. CONTENTS**

3.1 The Tenant shall keep the Contents in good condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory.

3.2 The Landlord and Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.

## **4. RENT**

4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates in the manner specified by the Agent.

4.2 Until notified otherwise by the Agent the Tenant shall pay the Rent to the following account:

Account Name: Heyford Residential Ltd - Rent

Account Number: 01627347

Sort Code: 30-00-02

- 4.3 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 4.6 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any rent arrears of more than fourteen days calculated from the rent due date until the date upon which it is actually paid in full.
- 4.7 Where the Rent is accepted from a party other than the Tenant, it shall be deemed to be accepted for and on behalf of the Tenant.
- 4.8 The Tenant will immediately pay any overpayment or shortfall recoverable by the local authority where the rent, or any portion of it, is paid by housing or other benefit scheme, direct to the Landlord or the Agent.
- 4.9 It is agreed that if the Landlord allows the Tenant to remain in the Property after the Term has expired the Rent will be reviewed on the day after the end of the Term and on each subsequent anniversary of that date.

## **5. DEPOSIT**

- 5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.
- 5.2 The Tenant agrees that the Deposit is not to be used as payment for any rent due under this agreement.
- 5.3 At the end of the Tenancy, the Landlord shall be entitled to claim from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Contents (except for fair wear and tear);
  - (b) replace any of the Contents which may be missing from the Property;
  - (c) pay any accounts for utilities, Council tax charges or any other taxes or accounts for which the Tenant may be liable, which remain unpaid;

- (d) rectify or remedy any breach by the Tenant of their obligations under this agreement including, but not limited to, those relating to the cleaning of the Property, its fixtures and fittings.
- (e) pay any Rent which remains unpaid; and
- (f) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1.

## **6. TENANCY DEPOSIT SCHEME ARRANGEMENTS**

- 6.1 The Deposit is protected by THE TENANCY DEPOSIT SCHEME of 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.
- 6.2 The Deposit is held by the Tenancy Deposit Scheme (Custodial).
- 6.3 The Landlord has provided the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 6.4 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS (Custodial).
- 6.5 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Agent.
- 6.6 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to claim all or part of the Deposit as detailed in clause 5.
- 6.7 The Agent will transfer the amount of the Deposit, register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 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 Agent fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
- 6.8 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 Agent

- 6.9 The Landlord and Agent agree that the Deposit shall be held in accordance with the rules of the TDS.
- 6.10 No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
- 6.11 If there is no dispute the Deposit will be allocated according to the deductions agreed. If an agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication
- 6.12 Within ten Working Days from the end of the tenancy, the Landlord shall inform the Scheme Administrator that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.

## **7. USE OF PROPERTY**

- 7.1 The Tenant shall only use the Property as a private dwelling house, for the use of the Tenant and the Tenant's immediate family.
- 7.2 The Tenant must immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes from that recorded in Schedule 1
- 7.3 The Tenant shall not use the Property for the purposes of conducting a business.
- 7.4 The Tenant shall not use or consume in or about the Property any drugs mentioned in the Misuse of Drugs Act 1971 or of any controlled substances, the use of which may from this time on be prohibited or restricted by statute.
- 7.5 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord; such consent, if granted, to be revocable on reasonable grounds by the Landlord.
- 7.6 The Tenant shall not do anything to or on the Property that:
- (a) causes a nuisance or annoyance to occupiers of adjoining or neighbouring properties; or
  - (b) involves using the Property for immoral or illegal purposes; or
  - (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2.

- 7.7 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 7.8 The Tenant shall not introduce a water-bed into the Property without the Landlord's prior written consent.
- 7.9 The Tenant shall properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Agent, and to allow him access to the property in order to secure it where necessary.
- 7.10 The Tenant Agrees with the Landlord that the Tenant and their visitors and guests will comply with the Road Traffic Act 1991 whilst within the curtilage of the area known as Heyford Park, Upper Heyford, Bicester in the county of Oxfordshire.
- 7.11 The Tenant shall not access and in particular shall not store any items whatsoever in any loft space of the Property save with the prior written permission of the Landlord (which it may give or refuse on its absolute and sole discretion) specifically referring to the intended entry or storage.
- 7.12 The Tenant shall not utilise for storage or for drying purposes any cupboard of the Property that contains air and water heating units (other than in respect of any purpose-built and designed airing cupboard).
- 7.13 The Tenant shall not smoke or permit any smoking at the Property whatsoever without the express written consent of the Landlord.
- 7.14 The Tenant shall not keep (or permit to be kept) at the Property any commercial vehicle, heavy goods vehicle (HGV), boat, caravan, mobile home or similar large vehicles without the Landlord's written consent.
- 7.15 The Tenant shall take all reasonable and practical steps necessary to keep the Property free from infestation by vermin. In the event of the Tenant's failure to do so the Tenant shall indemnify the Landlord for all reasonable costs and expenses incurred in taking the appropriate remedial steps and making good any damage.
- 7.16 The Tenant shall remove all rubbish from the Property and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.



7.17 The Tenant shall indemnify the Landlord for all costs and expenses that may be incurred resulting from notices being served under the Environment Protection Act 1990 due to the presence of vermin in the Property.

7.18 In the event of any infectious or contagious disease happening during the tenancy, the Tenant shall carry out at his own expense any requirements for disinfecting the rooms which may be directed by the Medical Officer of Health or such other competent officer and to pay for any necessary decoration and to replace any articles which may be necessary in consequence of such disinfecting.

## **8. ASSIGNMENT OR SUBLETTING**

The Tenant shall not assign, sublet, part with or share possession or occupation of the Property or let any other person live at the Property.

## **9. REPAIRS AND ALTERATIONS**

9.1 The Tenant shall keep the interior of the Property (including any doors, windows and skylights) clean, tidy and in good repair and condition.

9.2 Subject to section 11 of the LTA 1985, the Tenant shall keep the drains, gutters and pipes of the Property clear from obstruction.

9.3 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed).

9.4 The Tenant shall inform the Landlord promptly of any significant repairs that are required to the exterior or interior of the Property so that the Landlord can make suitable arrangements.

9.5 The Tenant shall visually inspect all electrical appliances and contact the Landlord or Agent should any repair become necessary.

9.6 It is known or suspected that asbestos materials are present in varying degrees within properties on the Landlord's estate but if left undisturbed these materials should present no immediate cause for concern. However in order to avoid the risk of encountering unknown/unseen asbestos materials and in addition to the forbidden activities set out in paragraphs 9.3 and 9.10 of this Agreement the Tenant must not disturb the internal or external fabric of the Property in any way whatsoever by drilling hammering burning off sanding down or otherwise impacting on or affecting the walls ceilings floors or other building elements such as services without the written permission and under the superintendence of the Landlord and for that

purpose notice of intention to carry out works should be given to the Landlord. The Landlord together with the Agent, its managing agents consultants and workmen are to be allowed access to the Property in order to assess the likelihood of the presence of or any disturbance to any asbestos by virtue of the intended action and to take any remedial action thought in their discretion by them to be appropriate, such procedures to be observed until such time as all asbestos has been removed from the Property or there is in the opinion of the Landlord no longer any significant risk of disturbance of any asbestos present.

- 9.7 The Tenant shall pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or any person who is residing or sleeping in or visiting the Premises or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property.
- 9.8 The Tenant shall replace all broken glass in the Property promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Property causes the breakage.
- 9.9 The Tenant shall keep the gardens (if any) driveways, pathways, lawns, hedges, rockeries and ponds in good and safe condition and as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants.
- 9.10 The Tenant shall maintain the garden of the Property in neat and tidy condition, keeping lawns cut, flower beds and borders free of weeds and generally cultivate the garden in a reasonable manner and condition according to the season of the year.
- 9.11 The Tenant shall not lop, top, cut down, remove or otherwise injure any trees, shrubs or plants growing upon the Property (with the exception of normal pruning) or to alter the general character of the garden during the tenancy.
- 9.12 The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant.
- 9.13 The Tenant shall not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage.

- 9.14 The Tenant shall take all reasonable precautions to prevent damage by frost at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation.
- 9.15 The Tenant shall ensure that:
- (a) the ventilators provided for gas supply in the Property should not be blocked; and
  - (b) brown or sooty build-up on any gas appliance should be reported immediately to the Agent
- 9.16 The Tenant shall not cause any blockage to the drains, pipes, sinks or baths.
- 9.17 The Tenant shall clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Property, if they are caused as a result of the Tenant's negligence and/or misuse.
- 9.18 The Tenant shall not install any television aerial or satellite dish or additional cabling at the Property without the Landlord's prior written consent.
- 9.19 The Tenant shall not introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- 9.20 The Tenant shall be responsible for testing all smoke detectors fitted in the Property on a regular basis and replace the batteries as necessary.
- 9.21 The Tenant shall keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary.
- 9.22 The Tenant shall be liable for any reasonable charge or other cost incurred as a result of missed appointments where a prior arrangement has been made for tradesmen to visit, inspect or work at the Property.
- 9.23 The Tenant shall maintain and be responsible for the repair and maintenance of the television aerials, satellite dish and similar signal reception devices (if any) in the Property. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception.
- 9.24 The Tenant will take all reasonable and practical steps to keep the Property free from infestation by vermin or pests. This includes, but is not limited to, the regular moving and inspection of large items of furniture including sofas and beds to ensure that they remain free from infestation.

9.25 In the event of the Tenant's failure to comply with the obligations contained in clause 9.20 the Tenant shall indemnify the Landlord for all costs and expenses incurred in taking the appropriate remedial steps and making good any damage.

9.26 The Tenant shall clean all windows on a regular basis and at the expiration of the tenancy.

9.27 The Tenant will clean to a professional standard the Property, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery, etc. within five working days of the expiration of the tenancy.

9.28 **IN THE EVENT OF AN EMERGENCY THE OUT OF HOURS SERVICE NUMBER IS 07377 402 645.** An emergency consists of (although not limited to) severe leaks that cannot be contained, no running water, loss of electricity, broken windows or doors following a break in, blockage of only toilet and drains.

#### **10. UTILITIES, OUTGOINGS AND CHARGES**

10.1 The Tenant shall pay all costs in connection with the re-connection, supply and removal of telecommunications, data and other services and utilities to and from the Property.

10.2 The Tenant shall pay the Landlord in connection with the supply of gas, electricity, water and sewerage at the Property.

10.3 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of all services and utilities.

10.4 The Tenant shall notify the Landlord prior to changing supplier for any of the utility services listed in clause 10.1. The Tenant cannot change supplier for gas, electricity, water or sewerage.

10.5 The Tenant shall pay all taxes relating to the Property including Council tax.

10.6 The Tenant will pay for a valid television licence and for any cable, satellite or broadband services connected to the Property.

10.7 The Tenant shall not change or cause to be changed the telephone number relating to the Property without the written permission of the Landlord

- 10.8 The Tenant shall pay a reasonable administration charge, in addition to the costs of remedial works in order to compensate the Landlord's and/or Agent's reasonable expenses in the event that the Tenant breaches the terms of this Agreement.
- 10.9 The Tenant will pay any bank charges incurred by the Landlord resulting from dishonoured cheques or standing order mandates drawn by the Tenant for all Rent and any payment due to the Landlord.
- 10.10 The Tenant shall pay the Landlord's costs of taking legal advice and legal action in relation to any breach for the terms of this tenancy by the Tenant.
- 10.11 It is recommended that the Tenant shall have accidental cover for the Landlord's fixtures and fittings and it is recommended that the Tenant insure his own contents.
- 10.12 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.13 Any Rent accepted after the Tenant has breached the terms of the tenancy shall be accepted as mesne profits and shall not prejudice the Landlord's right to enforce compliance with this Agreement.

## **11. LANDLORD'S COVENANTS**

- 11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 11.2 The Landlord shall insure the Property to their full value against loss or damage by the Insured Risks.
- 11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, gutters and external pipes);
  - (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

11.6 The Landlord shall not be required to:

- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

11.7 The Landlord covenants that:

- (a) the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- (b) The gas appliances at the Property comply with the Gas Safety (installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate has been given to the Tenant when signing this Agreement.
- (c) The electrical appliances at the Property comply with the Electrical Equipment (Safety) Regulations 1994.
- (d) The Property is compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

## **12. DEFAULT BY THE TENANT**

12.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
- (c) the Tenant has breached the agreement; or
- (d) any of the Grounds 2, 7a, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 12.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession

12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant.

12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

12.4 Where the Tenant has left the Property unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, and the Tenant has failed to pay rent for that period, and has shown no intention to return, the Tenant is deemed to have surrendered this Agreement.

**13. [GUARANTEE AND INDEMNITY]**

13.1 **The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.**

13.2 **The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.**

13.3 **The liability of the Guarantor under clause 13.1 and clause 13.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.**

13.4 **The liability of the Guarantor shall not be affected by:**

- (a) **any time or indulgence granted by the Landlord to the Tenant; or**
- (b) **any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them; or**
- (c) **the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement; or**
- (d) **the Landlord taking any action or refraining from taking any action in connection with the Deposit; or**
- (e) **the Tenant dying or becoming incapable of managing its affairs; or**
- (f) **by any variation or amendments to the terms of this agreement provided that such variations or amendments are insubstantial and not prejudicial to the Guarantor.]**

**14. RESERVATION OF LANDLORD'S RIGHT TO ENTER THE PROPERTY**

14.1 The Landlord reserves the right to enter the Property on giving not less than 24 hours' prior notice to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to take gas, electricity or water meter readings; and
- (d) in the last two months of the Tenancy, to show prospective tenants around the Property.

14.2 The Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in an emergency.

**15. EXPIRY OF THE TENANCY**

15.1 At the end of the Tenancy, the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.

15.2 At the end of the Tenancy, the Tenant shall return the keys of the Property to the Agent on the agreed termination date, or the end of the Term (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

15.3 If the Tenant stays in the Property after the Tenancy has expired then the tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

15.4 The Landlord has the right to recover possession of the Property if the Tenancy has come to an end and the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property, and at least six months have passed since the date of this agreement.

15.5 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

15.6 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord has the right to dispose of the Tenant's possessions after making reasonable attempts to contact the Tenant at the forwarding address provided.



15.7 It is agreed that this Agreement replaces any existing tenancy agreement between the Landlord and Tenant

15.8 At the end of the tenancy, the Tenant will be required to attend the check-out process which will be arranged by the Landlord or his Agent. The check-out process will comprise a full inspection of the Property and the Contents and any items missing, damaged or otherwise in a different state to their condition at check-in will be recorded in a schedule of dilapidation.

15.9 If the Tenant does not return the Property with vacant possession upon the expiry of a valid notice seeking possession served by the Landlord or his Agent and the Landlord is subsequently granted an order for possession by a court then the Tenant will pay the Landlord's full costs of obtaining and enforcing the aforementioned order for possession.

## 16. NOTICES

16.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Landlord's address given in clause 16.5; or
- (b) left at the Landlord's address given in clause 16.5.
- (c) e-mailed to the Landlord at [lettings@dorchestergrp.com](mailto:lettings@dorchestergrp.com)

16.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Property; or
- (b) left at the Property.
- (c) e-mailed to the Tenant at the e-mail address(es) stated in the Parties clause

16.3 [Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Guarantor's address stated in the Parties clause;  
or
- (b) left at the Guarantor's address stated in the Parties clause.
- (c) e-mailed to the Guarantor the e-mail address(es) stated in the Parties clause]

16.4 Any notice sent by first class post shall be deemed to have been received the day after it was sent.

16.5 For the purposes of section 48 of the LTA 1987, the Landlord's address for service is c/o Heyford Park Management Company Limited, Heyford Park, Bicester, OX25 5HD.

**17. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**18. DATA**

The Tenants personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated privacy notice which can be found at [www.heyfordparkresidential.com](http://www.heyfordparkresidential.com).

This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1 – Lawful Occupiers**

<b>Name</b>	<b>Date of birth</b> (note if under 18, or will turn 18 during the term of the tenancy)	<b>Documents checked</b>	<b>Immigration status</b> Delete as appropriate	<b>Date of check</b>
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
			Unlimited right to rent/ Time-limited right to rent, expiring on:	
			Unlimited right to rent/ Time-limited right to rent, expiring on:	
			Unlimited right to rent/ Time-limited right to rent, expiring on:	

DRAFT

Signed by Sarah Cripps  
on behalf of the Landlord

Date

Tenants:

Signed by

Signature:

Date

Signed by

Signature:

Date

Signed by

Signature:

Date

Guarantor:

Signed by

Signature:

Date

DRAFT