

AGREEMENT

For letting a furnished house on an assured shorthold tenancy under Part 1 of the Housing Act 1988

This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of landlord and tenant.

Note that any assured tenancy (including a statutory periodic tenancy) commencing after the coming into force of section 19A of the Housing Act 1988 will be an assured shorthold tenancy unless it falls within paragraph 2A to that Act.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988

DATE

PARTIES *The Landlord*

LETTING AGENT **Broad Court Property Management Ltd**
496-498 Bristol Road, Selly Oak, Birmingham B29 6BD
Tel: 0121 414 1617

THE TENANT

PROPERTY We let out to you (the Property in this contract):

Property Address

We let it to you individually and together if there is more than one of you, as well as the furniture, fixtures and appliances that are on the Inventory for the house, which will be signed by both tenant and agent when you move in and then attached to this contract.

TERM We will let the property to you for a period of

Number of months from *start date* to *end date*

RENT You will pay us £ every month as rent for the property.

PAYABLE in advance by equal monthly payments made by standing order on the 1st day of each month.

GUARANTOR We require tenants to provide a guarantor to underwrite their liabilities under this contract, or to provide credit references.

RIGHT-TO-RENT On signing this contract, and before taking-up residency, all tenants will be required to complete a Right-to-Rent check, as required by the Immigration Act December 2014.

DEPOSIT You have to pay us a deposit of £ when you sign this contract. (you will not receive interest on this). The deposit will be held by Broad Court Property Management Ltd. in a client account at Lloyds Bank Plc. and protected using Tenancy Deposits Solutions Ltd. (trading as mydeposits).

TENANCY All responsibilities on this contract are "joint and several". This means that each one of the tenants is jointly responsible for payment of all rent and any other liabilities on the contract. Once the contract has been signed, any tenant that wishes to leave the contract before or during the tenancy will be responsible for finding a replacement tenant, and obtaining the written consent of all parties concerned. There is not a period of notice that can be given by either party to end this agreement.

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS

1. The Landlord lets the property and the Tenant agrees to rent the property for the time period and the rent payable shown above.
2. This agreement is an assured shorthold tenancy as defined by Part 1 Chapter II of the Housing Act 1988. The arrangements in section 21 of the Act for the Landlord to repossess the property apply to this agreement. **You have no legal right to stay on at the property once the contract has ended.**
3. Your deposit will be sent back to you within 45 days of the end of the tenancy, provided you have returned all the keys to us, you have paid all the rent, you have left the property clean and tidy and you have kept all the conditions and agreements of this contract. If you do not do so, we may take from your deposit any money legally owed to us, and the reasonable cost of making good any damage not caused by fair wear and tear. **You cannot use this deposit to pay your rent.**
4. **The Tenant must-**
 - (a) **Pay the Rent on the due date by standing order. If we do not receive the rent on time, we will send a reminder letter to you or your guarantor. We make a charge of £25 for each letter sent. We also make an administration charge of £25 for any cheque that does not clear, or for a standing order that is recalled. You will also have to pay interest on the amount of rent that is overdue from the date it should have been paid at the rate of 3% above the bank base rate used by Lloyds Bank Plc. All tenants are jointly and individually responsible for paying all the rent due on this agreement.**
 - (b) Pay for all bills relating to the property that apply during the period of the tenancy, including gas, electricity and water bills, council tax and phone bills. The tenant must also pay for the full costs, including any installation charges, of any other service they choose to subscribe to (for example cable TV) and for the cost of a television licence if required (even if any TV's are supplied by the landlord). It is the responsibility of the tenant to read and record all meter readings at the beginning of the tenancy, and to inform the supplier of these readings. Broad Court Property Management will not be held responsible if this is not adhered to. The tenant must also read the meters at the end of the tenancy and give these to the supplier along with a forwarding address for the final bill to be sent to them. Information on the supplier and meter readings at the end of the tenancy must be given to Broad Court when the keys are returned.
 - (c) Not alter or add anything to the structure of the property, or to the furniture and fittings set out in the inventory. The Tenant must not bring anything into the property that does not conform to the Furniture and Furnishing Fire Safety regulations. The tenant must not put up shelving or do anything that causes damage to the walls, including the use of Blue-tack or similar adhesive products, **and they must not redecorate any part of the property without the written permission of the landlord or his agent** (which will not be unreasonably withheld).
 - (d) Keep the inside of the house in a clean and tidy condition, avoiding the build up of condensation and mould by making sure the property is kept adequately ventilated. The tenant must keep the drains clear of household waste and leaves. The tenant must repair or pay for the cost of repair for any deliberate damage or any damage caused by carelessness or neglect by them, or anyone else staying at or visiting the house. The tenant must report any broken windows, however it has been caused (the cause will be investigated and the cost charged as appropriate to landlord or tenant). The tenants must make sure that all rubbish is safely disposed of each week on the proper collection day.
 - (e) Cut any grass regularly (especially during the growing season), weed borders and maintain hedges, driveways and pathways at all times – provided the necessary equipment has been supplied by the landlord.
 - (f) Look after the fixtures, fittings and furniture and not break or damage them or remove any of them from the property, and at the end of the contract replace everything in the rooms or places in which they were at the beginning of the tenancy. Storage of items of furniture not required at the house will not be provided by the landlord or the agent.
 - (g) Inspect the property within a week of the keys being collected, to enable any problems or difficulties to be resolved quickly. **Tenants agree to take the property as seen when viewed.** Should any improvements be requested then this request should be put in writing to the agent, who will then seek the landlord's approval. During the course of the tenancy the tenant should tell Broad Court Property Management Ltd. in writing about any repairs or other work that is required at the property. Problems of any kind must be reported to Broad Court Property Management Ltd in the first place, rather than anybody else.
 - (h) Leave the property at the end of the tenancy in a clean and tidy state and pay for the repair or replacement of any of the fixtures, fittings or furniture damaged or broken during the tenancy (reasonable wear and tear is expected and will be allowed for). All rubbish must be removed from the property.
 - (i) Permit the landlord and his agent to keep keys for the property, and allow them access to carry out repairs, inspections and safety checks at the property (24 hours written notice will be given before a visit is made, unless alternative arrangements are made).
 - (j) Not transfer the tenancy or sublet the property or any part of it without the written permission of the landlord or his agent.
 - (k) Not carry out any profession, trade or business in the property or use the house for anything other than a home.
 - (l) Not to keep or allow to be kept any animal or pet at the property without the written permission of the landlord or his agent.
 - (m) Not do anything which may be a nuisance or annoy neighbours or cause problems for the landlord, including playing loud music or making excessive noise, especially at night.

(n) Not tamper with or damage any of the fire or safety precautions at the property, including fire doors and the smoke detector system. All corridors and exit doors must be kept free from obstructions. The tenant will be responsible for the cost of repairs if smoke detectors have been damaged, disabled or removed, and for all costs incurred if the alarm has been rendered inoperative and there is subsequently a fire at the property. The tenant must not do anything that may violate or increase the premiums on any insurance on the property.

(o) Allow the landlord or his agent to enter and view the property (24 hours written notice to be given or alternative arrangements made) with groups of prospective tenants.

(p) Take reasonable precautions to protect the property against frost or similar damage. The water supply must be turned off at the stop cock if the house is going to be empty when the weather is likely to be cold. The tenant must leave the heating on to prevent the water pipes freezing up.

(q) Whenever the property is left unattended, you must make sure all locks and bolts fitted to doors and windows are used, and the burglar alarm (if any) is set. The landlord may hold the tenant liable for any costs he has to pay if this is not done.

5. The Landlord may -

Repossess the property if the rent due (whether legally demanded or not) is not paid for at least twenty one days after the date that it was due, or if there is a breach of any of the other agreements made by the tenant which break Schedule 2 of the Housing Act 1988 (these include not paying the rent, breaking the term of the tenancy and causing a nuisance or annoyance). The tenancy will then come to an end. The landlord will retain all his rights in respect of the tenant's obligations under this agreement.

6. The Landlord will -

(a) Keep the property in good repair, and pay for the cost of any repairs carried out at the house and any other costs associated with the property (except for council tax, payments for gas, electricity and water supplied to the property, or for the use of a telephone or any other costs as set out in clause 3b above, or for damage caused either deliberately or carelessly by the tenant). The landlord is responsible for the costs of servicing appliances belonging to him as required, and for the costs of any safety certificates that are required by law.

(b) Allow the tenant who is paying the rent and keeping the agreements as set out in this contract to quietly live in and enjoy the property during the tenancy without any interruption from the Landlord

(c) Return to the tenant the rent paid for any time when the property could not be lived in because of fire or any other danger that the landlord is insured for.

(d) Comply with all current legislation, including licensing the property if this is required.

(e) Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available (It is not the responsibility of the landlord to insure anything belonging to the tenant).

7. This agreement is subject to the provisions of section 11 of the Landlord and Tenant Act 1985.

8. By signing this agreement the tenant confirms that the information provided during registration is correct to the best of their knowledge, and is aware that this information may be passed on to 3rd parties that may require it (for example: Birmingham City Council or Utilities Companies) in order to resolve any council tax or payment queries relating to the tenancy.

9. Notice (under section 48 of the Landlord and Tenant Act 1987) may be served on the tenant by delivering a letter by hand or by first class post to the property address, unless an alternative address is supplied by the tenant.

Notice may be served on the landlord at the following address -

Broad Court Property Management Ltd, 496-498 Bristol Road, Selly Oak, Birmingham, B29 6BD

DATE

SIGNED

SIGNED

By electronically signing this document, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I, or my agent, use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initial.