

TENANCY 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 _____

LANDLORD _____

LETTING AGENT King & Co Properties
672 Bristol Rd, Selly Oak
Birmingham B29 6BJ

THE TENANTS Name: _____
Email: _____
Phone: _____
Home Address: _____

PROPERTY LET We let out to you:

TERM We let out the property above to you for a period of
_____ Months from _____ to _____

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

PAYABLE In advance by equal _____ payments made by standing order on the 1st day of each period – first payment due _____.

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

DEPOSIT You have to pay a retainer/security deposit of £ _____ upon signing this agreement. This is initially held as a non-refundable retainer until the commencement of the tenancy when it is then held and registered as a deposit.

The Deposit will be protected under a government authorised scheme and details will be provided to the Tenants, not later than 30 days after the commencement of the term.

The Deposit is refundable to the Tenant following the end of the Tenancy, provided that the keys to the Premises have been returned to the Landlord or their Agent, rent payments are up to date and the Tenant has left the Premises in a satisfactory and clean condition; has provided proof to the Landlord's Agent that all utility and other bills are paid to the end of the term; and is subject to deduction for any sums due under or for breach of this Agreement, including the reasonable costs of the Landlord and their Agent of remedying any such breach.

TENANCY All responsibilities on this contract are 'Joint & 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 and obtaining written consent of all parties involved. There is not a period of notice that can be given by either party to end this agreement as it is a fixed term tenancy.

1. TENANT & GUARANTOR OBLIGATIONS

- a. To pay the rent on the due date every month/quarter. If we do not receive the rent on time we will send a reminder email/letter out to you and your guarantor. The agent/landlord reserve the right to make a charge of £25 per letter/email sent. They also reserve the right to charge interest of 4% above the bank base rate used by HSBC bank for the period any rent remains outstanding.
- b. To read and record all meter readings at the beginning and end of the term of the Tenancy and to inform the Landlord or Agent and the relevant utility supplier of these and of the identity of the Tenant taking over the supply, and not to change or add any utility, supplier or meter (including cable and satellite) or transfer telephone number without first obtaining the consent in writing of the Landlord or their Agent.
- c. To pay all bills and charges incurred during (or apportioned over) the term of the Tenancy at the Premises for (but not limited to) Council Tax*, Gas, Electricity, Water, Internet, Phone, Contents Insurance, TV Licence (including any installation or connection charges) unless agreed prior to the signing of this tenancy. (*full time students are currently exempt from payment of Council Tax upon providing the relevant evidence to Birmingham City Council and receiving their confirmation of exemption)
- d. To keep the Premises in good and clean condition and to return the Premises at the end of the Tenancy in the same condition, save only for fair wear and tear, failing which to reimburse the Landlord such reasonable cost of any repair or replacement, as is notified by the Landlord to the Tenant. All rubbish/personal items must also be removed from the property upon vacating otherwise the cost of removal will be deducted from the deposit.
- e. Not to cause or permit damage, alteration or addition to the Premises (nor to alter alarm and other codes), nor to attach anything (internally or externally) to it, the walls or doors (including shelves), nor to redecorate without the prior written consent of the Landlord; not to use Blu-Tack or do anything to cause damage to the decoration.

- f. To take all reasonable steps to avoid causing damage by condensation (e.g. not to dry clothes on the radiators, but to use the dryer or external washing line, where provided) and to take reasonable care of appliances and all reasonable steps for their ordinary maintenance, e.g. regular cleaning of washer/dryer filters.
- g. Cut any grass regularly (only if the landlord has provided you the tools to do so) and keep gardens, pathways, passageways and surrounding areas tidy and free of rubbish; not to cause blockage to the drains, gutters and pipes; to keep clean the windows and immediately to report to the Landlord or managing Agent any blockages or damage.
- h. Inspect the property within 7 days of the first set of keys being collected and notify the Landlord of any defects in the Premises or in the furniture and equipment to enable any problems or difficulties to be resolved quickly. Tenants agree to take the property 'as seen' when viewed and any improvements requested must be done so in writing, so approval can be sought via the landlord before signing this agreement.
- i. Agree to the landlord/agent having keys to the property and permit the landlord/agent access to allow them to carry out repairs, inspections and safety checks as long as 24hr notice (except in the case of emergency) has been given or alternative time scales have been agreed by all parties. Also agree to report as soon as reasonably practical to the Landlord/Agent any damage to or any work requiring attention in the property.
- j. Not to transfer the tenancy or sublet the property (or any part of it) without written permission of the landlord/agent. Nor to carry out any profession, trade or business in the property
- k. Not to keep or allow any animal or pet at the property without written permission of the landlord/agent
- l. On prior notice and at reasonable times to allow viewing of the Premises by prospective Tenants. The Landlord/Agent will provide 24 hours written notice, if required by the Tenants.
- m. Not to cause or permit any disturbance, inconvenience or nuisance to anybody; ensuring always that amplified noise can never be heard outside the Premises (particularly at night) and ensuring that all refuse is cleanly disposed of each week on the appropriate collection day and not to keep it outside, other than in the bin provided, and not to put it for collection other than on the night before or the morning of the Council collection day.
- n. To take all reasonable steps to ensure that no damage is caused to the Premises (e.g. during winter as a result of burst pipes), or during any period when the Premises are left unoccupied (e.g. by burglary): to leave the central heating system on low during any cold periods when unoccupied, and to activate the security alarms and lock doors and windows when leaving the property.
- o. To keep all fire exits and escape routes clear of obstruction. Not to store inside the house any type of bicycle. Not to wedge open fire doors or interfere with smoke and heat

detectors. Not to smoke (including bongs and the use of other smoking devices) or burn candles, or to store or use any flammable substance or device in the Premises.

- p. To keep clean, in good working order and free from obstruction showers, baths, sinks, taps, lavatory cisterns, drains, dishwashers, washing machines, vacuums, dryers, filters' and waste and all other outside pipes and drains. Any cost incurred by the landlord for rectifying an issue caused by tenant negligence (on advice given by a professional contractor) in respect of this clause will be recoverable from the tenant.
- q. If, following an inspection of the property, the Landlord/Agent finds the property to be in an unclean or unsatisfactory condition, the tenant will be given notice that if the condition is not remedied within a specified period of time, the Landlord/Agent will employ a contractor and the tenant will be liable for all costs incurred.
- r. A fee of £100 will be payable (by the outgoing tenant) for every change of tenant from the date this tenancy agreement is signed. This fee is due regardless of which party introduces the replacement tenant.
- s. Should you require your landlord/agent to assist you in gaining access to your house or bedroom due to a lost/misplaced key a fee will be payable for this service which is due before a callout is made or payable on site. The cost of the 'letting in service' is £25 during office hours (available on our website), £50 out of office hours Mon – Fri and £75 for out of office hours at weekends or during Bank Holidays. Further charges may apply if damage has been caused to the lock through negligence or the security of the property has been compromised due to missing keys being able to be associated with the property address.

2. LANDLORD OBLIGATIONS

- a. To allow the Tenant (complying with their obligations under this Agreement) quietly to possess and enjoy the Premises during the term of the Tenancy without any unlawful interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- b. To repair and maintain the structure, fabric and exterior of the Premises including drains, water, gas, electrical, heating, alarm and sanitation installations, ensuring that the electrical appliances comply with the relevant Electrical Equipment Regulations, and to maintain the gardens or supply equipment for the Tenants to use to maintain the garden.
- c. Comply with all current legislation (including licensing the property if required) and to service gas appliances regularly and ensure their safe and efficient operation and provide the Tenant with a copy of the Gas Safety Record Certificate.
- d. To provide furniture and equipment in reasonable condition and compliant with the relevant Fire Safety regulations.
- e. To respect the Tenant's right to privacy in the Premises. Where access is required to the Premises, to give notice to the Tenant so that a mutually convenient time can be agreed,

unless it is an emergency. The Landlord will provide 24 hours written notice if required by the Tenants, unless it is an emergency.

- f. To keep the Premises, including the Landlord's furniture and equipment, adequately insured against loss or damage (please note that the Landlord's policy does not cover the Tenant's personal furniture, equipment or effects: The Tenant is advised to take out their own insurance for that purpose).

3. THE LANDLORD MAY:

- a. Enforce their right to recover possession of the Property by lawful means if:
- I. The fixed term has come to an end.
 - II. You have given you at least two months' notice of our intention to recover possession of the Property.
 - III. At least six months have passed since the commencement of the Term of the original agreement.
- b. Enforce their right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if (but not limited to):
- I. The Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not.
 - II. You have breached this Agreement;

Any termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.

4. THE TENANT MAY:

Legally serve any notices on the landlord at the address below:

King & Co Properties, 672 Bristol Rd, Selly Oak, Birmingham B29 6BJ

Please DO NOT sign this agreement until you have read and understood all the terms and conditions.

SIGNED _____

(by the Tenants)

DATE _____

SIGNED _____

(By the landlord or on behalf by Agent)

DATE _____

Please note: King & Co's updated Privacy Policy is available to view online at:
www.kingandcoproperties.com.