# AGREEMENT

Relating to an Assured Shorthold Tenancy
under the Housing Act 1988 as amended
regarding property known as:

**34 Hadrian Drive**
**Redhills**
**Exeter**
**EX4 1SR**

Bradleys Estate Agents
Bradleys Group Head Office
7 Stevenstone Road
Exmouth
Devon
EX8 2EP

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AGREEMENT

For Letting of a dwelling house on an
Assured Shorthold Tenancy under the Housing Act 1988 as amended.

**19 June 2014**

1. DEFINITIONS: In this agreement:

| | |
|---|---|
| "The Landlord" means | **STUART IAN BAMFORTH & JEAN RUTH BAMFORTH**<br><br>**Applegarth, Glen Road, Dunblane, Scotland, FX15 0DT**<br><br>which expression includes the person for the time being entitled to the reversion immediately expectant on the determination of the tenancy hereby created) |
| "The Tenant" means | **SAMANTHA KIBBLE** |
| "The Guarantor" means | **N/A** |
| “The Agent” means | **Bradleys Property Rentals** |
| "The Property" means | **34 Hadrian Drive, Redhills, Exeter, EX4 1SR** |
| "The Term" means | A term (certain) of six months from the Commencement Date |
| "The Commencement Date" means | **19 June 2014** |
| "The Rent" means | **£550 [FIVE HUNDRED AND FIFTY POUNDS]** per calendar month exclusive for every month of the Term (and so in proportion for any lesser period). |
| "The Fittings" means | The Landlord's fixtures Fittings furniture and effects now in the property and specified in the inventory signed by the Tenant. |
| “The Deposit” means | The Deposit is to be held by the Landlord or his Agent as stakeholder in accordance with an authorised tenancy deposit scheme upon and subject to the provisions of clauses 4.29, 4.30, 6.5 and 6.6 of this agreement. |
| “The Stakeholder” means | The Landlord/Agent holding the deposit deductions from which cannot be made without both parties’ consent. |
| “ICE” means | Independent Case Examiner of The Dispute Service Limited |

**TENANT SIGNATURE:**

2. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable in advance by equal monthly payments on the **[19th]** day of each calendar month.

3. The Landlord and the Tenant agree and declare that this agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 and the Landlord is entitled to possession of the property as provided for in the Housing Act 1988.

TENANT'S OBLIGATIONS

4. The Tenant agrees with the Landlord:-

4.1 To pay the Rent at the times and in the manner aforesaid.

4.2 To pay for all charges for water electricity gas telephone television licence and fuel oil in respect of the occupation of the Property during the tenancy and all other services consumed or supplied on or to the Property during the tenancy and the cost of reconnecting such services if they are withheld owing to the act or omission of the Tenant.

4.3 To make all payments of Council Tax due in respect of the property and to keep the Landlord fully indemnified against any liability in respect thereof.

4.4 To effect and maintain at all times adequate contents insurance for his own effects only and not to do anything whereby any insurance of the Property and the Fittings against fire or other risks may be rendered void or invalid or whereby the premium for such insurance may be liable to be increased and to notify the Landlord or his Agents promptly after any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property.

4.5 To use and occupy the Property in a reasonable and tenant like manner and not to wilfully or recklessly damage the same or the Fittings and to keep the interior and exterior of the windows clean at all times.

4.6 To keep in good repair and decoration and clean condition all parts of the Property and the Fittings (fair wear and tear excepted) and not to damage or remove from the Property the Fittings. The Tenant shall make good all damage and breakages to the Fittings which may occur during the tenancy and shall replace with similar articles of at least equal value or if the Landlord so requires to pay to the Landlord the value of any part of the Fittings which may be destroyed or damaged (except as aforesaid) so as to be incapable of being returned to their former condition. The Tenant shall leave the Fittings at the end of the tenancy in the same position as they were in at the Commencement Date. The Tenant shall clean or pay for the cleaning of the Property and the Fittings during and at the end of the tenancy.

**TENANT SIGNATURE:**

4.7 To give notice to the Landlord or his Agents in writing at once of any damage disrepair or defect on the Property immediately upon the same coming to the attention of the Tenant and to permit the Landlord or his Agents or workmen to enter upon the Property at all reasonable times for the purpose of viewing the condition of the Property or for repairing the same or any part thereof or for any other reasonable purpose provided that the Landlord shall unless prevented by the urgency of the required works or repairs give to the Tenant twenty four hours notice of his intention so to enter upon receipt of notice to that effect from the Landlord. The Tenant shall make good any defects or want of repair for which he is responsible under his stipulations herein contained.

4.8 To comply with the Gas Safety (Installation and Use) Regulations 1994 No 34 (Unsafe appliance) and No 36 (Escape of Gas). Not to use any gas appliance or permit a gas appliance to be used if at any time it is found or suspected to be unsafe and to give notice in writing to this effect to the Landlord or his Agent as soon as possible.

4.9 During the last two months of the tenancy to permit the Property to be viewed at all reasonable hours of the day without interruption and during such time to permit the Landlord or his Agents to exhibit in a conspicuous place a notice stating that the Property is to be let or sold.

4.10 Not to do or suffer to be done in or upon the Property any act or thing which may be a nuisance danger or annoyance to the Landlord or to the occupier of any adjoining property and in particular not to play any musical instrument or sound reproduction equipment to be audible outside the Property nor to exhibit any notice or advertisement upon or near the property or to do or permit to be done anything which may or shall cause nuisance.

4.11 Not to keep or use a paraffin heater or a bottled gas heater in the Property nor to store or keep on the Property any bottled gas petrol or other combustible inflammatory or explosive substance material nor any trade stock.

4.12 To maintain the gardens of the Property (if any) in a neat and tidy condition properly cultivated and free from weeds and any lawns properly mown and trees and shrubs pruned and not to cut down or remove any trees, shrubs or plants growing on or near the property and not to alter the layout of any garden without the previous consent in writing of the Landlord.

4.13 Not to make any alteration in or addition to the Property nor to hang on the walls any pictures posters prints or objects by the use of adhesive tape or any adhesive substance or by putting up additional hooks or nails without the Landlord's consent.

4.14 Not to carry out any decorating whatsoever except in the event of damage to said decoration in which case the damage shall be repaired in the colours materials and to the same standard as the existing prior to the commencement of the tenancy hereby created. Different colour schemes shall not be used without the written consent of the Landlord.

4.15 To use the Property as a private residence only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever or for any illegal or immoral purpose. Not to allow children to live in the property nor to allow smoking or keep pets without the prior written consent of the Landlord. Where such consent is given the carpets are to be professionally cleaned at the termination of the tenancy and in addition sprayed for fleas if a cat or dog has been resident.

**TENANT SIGNATURE:**

4.16 Not to assign sublet or part with or share the possession of the Property or any part thereof and not to allow any lodgers to occupy the Property (whether upon payment of any monies or not).

4.17 At the determination of the tenancy to deliver up the Property and the Fittings in as good and clean repair condition and decoration as shall be in accordance with the Tenant obligations and to remove from the Property all the Tenant's effects.

4.18 Not to change the locks to the doors of the Property nor make any duplicate keys but to hand over to the Landlord or his Agents on the last day of the tenancy howsoever the same maybe determined all keys to the property.

4.19 Within seven days of receipt thereof to send to the Landlord or his Agents all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property.

4.20 Not to leave the Property vacant for more than thirty consecutive days and to keep the Property locked and secure when it is vacant.

4.21 Not to alter the supplier of gas or electric to the Property or to exchange or alter the meters supplied for the same without prior consent.

4.22 To keep the drains gutters and pipes of the property clear and the chimneys (if any) swept and the Tenant shall be responsible for the maintenance and servicing of smoke alarms (if any) at the Property.

4.23 To pay all fees expenses and costs (including solicitor's counsel's and surveyor's fees) incurred by the Landlord in preparing and serving a notice on the Tenant of any breach of his obligations under this Agreement notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

4.24 Not to erect or place any hut shed caravan boat or other chattel nor any hoarding on the site of the Property nor to erect or permit to project outside the Property any wireless satellite dish or television aerial without the prior written consent of the Landlord.

4.25 If at any time or times any claim shall be made under the insurance policy effected by the Landlord in respect of the Property to repay to the Landlord upon demand by way of additional rent the amount which falls to be borne by the Landlord under any excess provisions contained in the said policy.

4.26 To observe and perform the terms and conditions of the head lease as and when necessary.

4.27 To keep all electric lights and electrical sockets in good working order and to replace all fuses bulbs and fluorescent tubes as and when necessary.

4.28 The Tenant will provide his own digital television receiving equipment.

4.29 On the signing of this agreement to pay the sum of **£650.00 [SIX HUNDRED AND FIFTY POUNDS]** to the Landlord or his Agent as stakeholder as security for performance of the Tenants' obligations herein to be returned to the Tenant at the end of the tenancy (without interest) in accordance with the scheme or to agree with the Tenant the amount if any to be deducted from the Deposit.

**TENANT SIGNATURE:**

4.30 The Deposit has been taken for the following purposes:

4.31 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.

4.32 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 property, its fixtures and fittings.

4.33 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.

4.34 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.

4.35 In the event that the Landlord and Tenant cannot reach agreement on the apportionment of the Deposit they are to refer the dispute to the appointed Alternative Resolution Scheme. 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, Fax 01494 431 123, email deposits@tds.gb.com.

4.36 Upon termination of the tenancy the Tenant agrees to pay the Agent the sum of £65.00 plus VAT at the ruling rate to compensate for the cost of the check-out inspection and finalisation of the Schedule of Condition and the Inventory.

4.37 In the event that the rent hereby reserved or any other financial liability of the Tenant herein imposed shall be more than 14 days in arrears, the Tenant shall pay interest thereon from the date when such payment became due to the date of actual payment at a rate of 15% per annum.

FORFEITURE.

5.0 Provided that:

5.1 If the rent or any instalment or part thereof shall be in arrear for at least 14 days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant where or the conduct of the Tenant is such that the Landlord is entitled to seek possession of the Property pursuant to Grounds 2, 8 or 10 to 15 of Schedule 2 of the Housing Act 1988 whether such possession is granted or not the Landlord may reenter on the property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.

**TENANT SIGNATURE:**

5.2 Ownership of all property left at the Property at the determination of the tenancy shall immediately pass to the Landlord who shall be entitled (though not bound) to sell the same for his own benefit.

LANDLORDS OBLIGATIONS.

6.0 The Landlord agrees with the Tenant as follows:-

6.1 That the Tenant paying the rents and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from or by the Landlord or any person claiming through or under in trust for the Landlord.

6.2 To keep the Property and the Fittings insured against loss or damage by fire water and other normal risks insured against in a comprehensive residential insurance policy including theft of the Fittings.

6.3 To return to the Tenant forthwith any rent paid for any period while the Property is rendered wholly uninhabitable or inaccessible by reason of fire tempest flood or other Insured Risk the amount in case of dispute to be settled by arbitration.

6.4 That he is the sole owner of the freehold or leasehold interest in the Property and that all consent necessary to empower him to enter into this Agreement (whether from a mortgagee, superior landlord or other) have been obtained.

6.5 To hold the Deposit in accordance with an authorised tenancy deposit scheme and to comply with the requirements of the scheme.

6.6 To provide the Tenant (or those who paid the Deposit on behalf of the Tenant) with the information about the holding of the Deposit under the scheme.

6.7 The Landlord shall be entitled to bring this tenancy to an end by serving on the Tenant not less than two months notice in accordance with Section 21 of the Housing Act 1988.

MISCELLANEOUS TENANCY CONDITIONS

7.0 Where the context so admits covenants given by the Landlord and Tenant shall be deemed to be given jointly and severally. For the avoidance of doubt any part payment of rent paid by any joint Tenants shall have been paid on behalf of all joint Tenants and any arrears of rent shall be due for all joint Tenants as a whole.

7.1 References to the masculine gender include the feminine; to the singular include the plural; to month means calendar month.

7.2 The Tenant covenants to pay the Landlord such sums, if any, as the Landlord may incur by way of bank charges or other costs arising from the failure of the Tenant or its bank to honour any cheque or other negotiable instrument tendered by the Tenant for payment of the rent hereby reserved.

**TENANT SIGNATURE:**

7.3 The Landlord shall not be liable for any loss injury or damage suffered by the Tenant or any licensee trustee servant or contractor of the Tenant (save in so far as liability for such loss injury or damage may not be excluded at law) whether or not such loss injury and damage arises from any defect in the property or through any neglect or omission of the Landlord its said Agent or any other agent or servant employed by or on behalf of the landlord or said agent.

7.4 Any Notice to be given to the Tenant if posted to him at the property and shall be deemed to have been served not later than the second working day following the day on which it is posted or left addressed to the Tenant at the Property. The address for service for the Landlord pursuant to Section 48 of the Landlord and Tenant Act 1987 is Bradleys Estate Agents Ltd, Bradleys Group Head Office, 7 Stevenstone Road, Exmouth, Devon, EX8 2EP or such other address as shall be notified to the Tenant in writing.

7.5 This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.

7.6 Notice is hereby given that possession might be recovered under Ground 1 Schedule 2 of the Housing Act 1988 if applicable. That is that the Landlord used to live in the Property as his or her principal home or intends to occupy the property as his or her only or principal home.

7.7 The Tenancy may be brought to an end if the mortgagee requires possession under fault of the borrower under Ground 2 Schedule 2 of the Housing Act 1988.

7.8 The Tenant shall be entitled to bring this tenancy to an end by serving on the Landlord not less than one months notice in writing to expire on the last day of a rent period and upon expiry of such notice this tenancy shall determine absolutely provided that no such notice expires prior to the last month of the fixed term of this agreement.

AT THE END OF THE TENANCY

8.0 The Agent/Landlord must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.

8.1 If there is no dispute the Landlord/Agent 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.

8.2 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 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.

**TENANT SIGNATURE:**

8.3 If, after 10 working days following notification of a dispute to the Agent/Landlord 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 subject to clause 8.4 be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

8.4 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 8.0, 8.1, 8.2 and 8.3 above.

**TENANT SIGNATURE:**

AS WITNESS the hands of the said parties the day and year first above written.

SIGNED by or on behalf of the above named

**LANDLORD**: .....

IN THE PRESENCE OF (Witness):.....

NAME & ADDRESS (Witness): .....

.....

SIGNED by the above named

**TENANT(S)**:.....

IN THE PRESENCE OF (Witness):.....

NAME & ADDRESS (Witness): .....

.....

SIGNED by the above named

**GUARANTOR(S)**: .....…

.....….....

IN THE PRESENCE OF (Witness):.....

NAME & ADDRESS (Witness): .....

.....

**PRESCRIBED INFORMATION for TENANT DEPOSIT SCHEME**

**Housing Act 2004**

**Name of Landlord(s):** **STUART IAN BAMFORTH & JEAN RUTH BAMFORTH**

**Actual address of the Deposit Holder:** 7 Stevenstone Road, Exmouth, Devon EX8 2EP

E mail address of the Deposit Holder (if applicable): accounts@beagroup.co.uk

Phone number of Deposit holder: 01395 223323

Fax number (if applicable): 01395 224777

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**Tenant(s) name:** **SAMANTHA KIBBLE**

**To be completed at commencement of Tenancy:**

Address(es) for contact after tenancy ends:

.....

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E mail address for Tenant: .....

Mobile/telephone number: .....

Fax number: .....

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**Deposit: £650.00**

Deductions may be made from the Deposit according to clauses 4.29 – 4.34 of the Tenancy Agreement attached.

A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit.

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy and provide proof to the Tenant of compliance. If the holder of the Deposit 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.

The procedure for instigating a dispute, regarding deductions from the Deposit at the end of the Tenancy, are explained in clauses shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

**Procedure for Dispute at the End of the Tenancy**

A 1.1 When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the ICE.

A 1.1 The Agent must tell the tenant within 10 working days of the end of the tenancy, if they propose to make any deduction from the deposit.

A 1.2 The tenants should make their best endeavours to inform the Agent if they wish to raise a dispute about the deposit within 20 working days* after the lawful end of tenancy and vacation of the property. The Agent has a maximum of 10 working days* to resolve the dispute

A 1.3 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.

A 1.4 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website www.tds.gb.com or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause 4.35 of the attached Tenancy Agreement.

A 1.5 If the Agent instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Agent must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent.

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* **These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.**

**TENANT SIGNATURE:**

A 1.6 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.

A 1.7 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.

A 1.8 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.

A 1.9 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.

A 1.10 The Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.

A 1.11 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.

A 1.12 If the Landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to so do or the Tenant is unable to contact the landlord or the agent despite making reasonable efforts to do so action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and 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 the Landlord's knowledge and belief.

**Signed by the Tenant:** _____

**Signed by the Landlord/Agent :** _____