

Name of Landlord(s) & Actual Address:

<landlord 1 name>
<landlord 1 address>

Phone Number
<Number>

Fax Number (if applicable)
<Fax: Number>

Email (if applicable)
<Email: Address>

<landlord 2 name>
<landlord 2 address>

Phone Number
<Number>

Fax Number (if applicable)
<Fax: Number>

Email (if applicable)
<Email: Address>

<landlord 3 name>
<landlord31 address>

Phone Number
<Number>

Fax Number (if applicable)
<Fax: Number>

Email (if applicable)
<Email: Address>

Tenant(s) name:

<tenant 1 name>

Phone Number
<Number>

Fax Number (if applicable)
<Fax: Number>

Email (if applicable)
<Email: Address>

<tenant 2 name>

Phone Number
<Number>

Fax Number (if applicable)
<Fax: Number>

Email (if applicable)
<Email: Address>

<tenant 3 name>

Phone Number
<Number>

Fax Number (if applicable)
<Fax: Number>

Email (if applicable)
<Email: Address>

<tenant 4 name>

Phone Number
<Number>

Fax Number (if applicable) Email (if applicable)
<Fax: Number> <Email: Address>

<Email: Address>

<tenant 5 name>

Phone Number
<Number>

Fax Number (if applicable) Email (if applicable)
<Fax: Number> <Email: Address>

<Email: Address>

Address for contact after tenancy ends:

<post tenancy alternative contact address for tenants ie next of kin's address, relation's address etc>

Same details for other relevant persons (i.e. agent)

Agent's Name

Grant Management

Address for contact:

30 St Marys Place, Newcastle NE1 7PQ

E mail address (if applicable):

N/A

Phone number:

0131 220 6360

Fax number (if applicable):

0131 220 6336

Deposit:

<deposit amount>

Deductions may be made from the Deposit according to clauses 1.8.4 and 1.8.5 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 being **Grant Management**.

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 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.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the tenancy are explained in clauses A1.1 to A1.12 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

- A1.1 When the landlord and the 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.
- A1.2 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 20 working days to resolve the dispute.
- A1.3 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.
- A1.4 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 (insert number) of the attached Tenancy Agreement.
- A1.5 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.
- A1.6 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.
- A1.7 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.
- A1.8 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- A1.9 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.
- A1.10 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.
- A1.11 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.
- A1.12 If the Landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so 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.

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

The Tenant has been given the opportunity to examine this information and to confirm by signing this document that the information is accurate to the best of the Landlord's knowledge and belief.

The Tenant confirms by signing this document that the Landlord confirms that the information contained is accurate to the best of the Landlord's knowledge and belief.

Signed by the Tenant: _____

Signed by the Tenant: _____

Signed by the Tenant: _____

Signed by the Tenant: _____

Signed by the Tenant: _____

Signed by the Tenant: _____

Signed by the Tenant: _____

Signed by the Agent: _____

ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

1 Particulars

1.1 Parties

1.1.1 The Landlord

Tel: <landlord 1 telephone number> Fax: <landlord 1 fax number>
Email: <landlord 1 email address>

Tel: <landlord 2 telephone number> Fax: <landlord 2 fax number>
Email: <landlord 2 email address>

Tel: <landlord 3 telephone number> Fax: <landlord 3 fax number>
Email: <landlord 3 email address>

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant Current

Tel: <tenant 1 telephone number> Fax: <tenant 1 fax number>
Email: <tenant 1 email address>

Tel: <tenant 2 telephone number> Fax: <tenant 2 fax number>
Email: <tenant 2 email address>

Tel: <tenant 3 telephone number> Fax: <tenant 3 fax number>
Email: <tenant 3 email address>

Tel: <tenant 4 telephone number> Fax<tenant 4 fax number>
Email: <tenant 4 email address>

Tel: <tenant 5 telephone number> Fax<tenant 5 fax number>
Email: <tenant 5 email address>

Post Tenancy

Contact Address: <post tenancy alternative contact address for tenants – as page 1>

Contact Tel Number: <alternative contact number>

Contact Email Address: <alternative email address>

The Tenant agrees that the Landlord’s Agent may provide the Tenant’s name, address and other contact details to third parties including, but not limited to, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.1.3 Relevant Person

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person. **For this tenancy there is no Relevant Person as the Deposit is provided by the Tenant.**

The Relevant Person is: **N/A**

Contact Address: **N/A**

Contact Tel Number: **N/A**

Contact Fax Number: **N/A**

Contact Email Address: **N/A**

1.1.4 The Guarantor

< guarantor1 tel number> < guarantor1 fax number> < guarantor1 email address>

< guarantor2 tel number> < guarantor2 fax number> < guarantor2 email address>

< guarantor3 tel number> < guarantor3 fax number> < guarantor3 email address>

< guarantor4 tel number> < guarantor4 fax number> < guarantor4 email address>

< guarantor5 tel number> < guarantor5 fax number> < guarantor5 email address>

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

1.2 The Landlord’s Agent

The "Landlord's Agent" shall mean **Grant Management, 30 St Marys Place, Newcastle NE1 7PQ. Tel No. 0131 220 6360, Fax No. 0131 220 6336**, or such other agents as the Landlord may from time to time appoint.

- 1.3** The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.
- 1.4** This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).
- 1.5 Property**
- 1.5.1 The property situated at and being _____, together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.
- 1.5.2 The Tenant accepts that the property is furnished and is therefore let on this basis.
- 1.6 Term**
- 1.6.1 The Term shall be from and including _____ to and including _____. Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.
- 1.6.2 The "Term" is to include a statutory periodic tenancy or any contractual periodic tenancy that is defined in paragraph 1.6.1 as following the fixed term.
- 1.6.3 If on the coming to the end of the fixed term agreed above, the Landlord does not seek possession and the Tenant remains in the Property, they will be considered, by virtue of section 5 of the Housing Act 1988, to have a statutory periodic tenancy. This will continue till ended by either party.
- 1.7 Rent**
- 1.7.1 The Rent shall be £ _____ per calendar month payable in advance.
- 1.7.2 The first payment of £ _____ being due seven days prior to the start date of the tenancy. This can be paid by debit/credit card or online.
- 1.7.3 Thereafter the "Rent Due Date" will be the 1st Day of each month during the Term of this agreement. The Rent shall be paid clear of unreasonable or unlawful deductions. All rental payments apart from the first payment of rent must be paid by DIRECT DEBIT which will be collected on the last working day of each month or immediately thereafter. .
- 1.7.4 An administration fee of £30 (incl VAT) will be payable to Grant Management in the event that the Tenant's Direct Debit is cancelled during the term of the lease without prior agreement with Grant Management causing rent to be outstanding or paid late. If further reminders to pay outstanding rent, including letters, SMS messages or emails are required the Tenant agrees to pay a further administration charge of £30 (including VAT) for each reminder sent. If the rent/late fee still remains outstanding, additional charges may apply including debt recovery costs.
- 1.7.5 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.7.6 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.7.7 In the event that the tenancy continues after the original termination date, the rent may be reviewed by the landlord on an upward basis only. Under such circumstances not less than one months notice in writing will be given of any proposed change.
- 1.8 Deposit**
- The tenancy deposit
- 1.8.1 Deposit of £ _____ is paid by the Tenant to the Agent
- 1.8.2 The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
- 1.8.3 Any interest earned will belong to the agent.
- 1.8.4 The Deposit has been taken for the following purposes;
- 1.8.4.1 Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the Tenant may be liable, as evidenced by the inventory (see 4.2), 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.

- 1.8.4.2 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.
- 1.8.4.3 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.
- 1.8.4.4 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.
- 1.8.5 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.6 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded to the Lead Tenant by BACS, less any deductions, within 10 working days once the following have been completed:
 - 1.8.6.1 possession of the Property has been returned to the Landlord and
 - 1.8.6.2 all keys have been returned to the Agent and
 - 1.8.6.3 both parties have confirmed their acceptance of any Deposit deductions and
 - 1.8.6.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.7 The Deposit is not transferable by the Tenant in any way.
- 1.8.8 The Deposit will be protected by The Dispute Service Limited (TDS) in accordance with the Terms and Conditions of TDS. The Terms and Conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit, including the repayment process, can be found at www.thedisputeservice.co.uk.
- 1.8.9 In the event that the total amount lawfully due by the Tenant at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

1.10 Independent Case Examiner

The Independent Case Examiner (ICE) for this agreement will be The Dispute Service Limited whose contact details are at clause 6.1.

1.11 Stakeholder

Stakeholder shall mean the party holding the deposit during the tenancy as defined in 1.8.2. They will not refund the deposit at the end of the tenancy without the agreement of both parties in writing, a decision by the alternative dispute resolution service or an order of the court.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows: **Grant Management, 14 Coates Crescent, Edinburgh, EH3 7AF**

If the Tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.

2.3 Notice service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
 - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.

- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
 - 2.3.2.1 left at the office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time or
 - 2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or
 - 2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.
- 2.3.3 If any Notice or other document is left at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.
- 2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Ending the Tenancy

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's prior Notice in writing.
- 2.5.2 While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.

2.6 Distance Selling Regulations

- 2.6.1 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this tenancy from the start date.

3 Possession

- 3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
 - 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
 - 3.1.2 the Tenant is in breach of any of the obligations under this agreement,
 - 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement). Please see Appendix 1.
 - 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended or in operation of a break clause), by giving two months notice in writing.

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

- 4.1.1 The Tenant agrees to pay the rent on time and by Direct Debit without any deductions or abatements whatsoever.
- 4.1.2 The Tenant will take over the gas, electricity and telephone (if any) services in his own name and will meet the cost (if any) of such take over and return of such services to the Landlord at the end of the Lease. The Tenant will be responsible for payment of all gas, electricity or telephone accounts (if any) incurred by him and must inform the agent of the move in and move out meter readings. The Tenant agrees to Grant Management transferring the Gas and/or Electricity supply to SSE Energy Supply Limited and/or Southern Electric Gas Limited (members of the Scottish and Southern Energy Group). The Tenant understands and agrees that Grant Management may be required to provide the information contained in this request, to the supplier for the purposes of such transfer. The Tenant understands they

will receive Contract Details and Terms & Conditions in due course, and have the right to cancel this arrangement without obligation or penalty within 7 working days from the day after receipt of the Contract Details and Terms & Conditions. (The right to cancel only applies if SSE Energy Supply Limited and/or Southern Electric Gas Limited are not currently the supplier to the property.) The Tenant understands this transfer may take up to 8 weeks from the date of move in and final bills will be received by the current supplier once the transfer proceeds. These services cannot be transferred to another supplier without providing written notification to the Landlord or his agent. If the landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 The Tenant will be responsible for payment of the council tax and water and sewerage charges, or any local taxes which may replace this. The Tenant will advise the local authority of the date of the start of tenancy and the date of the end of the tenancy.
- 4.1.5 An administration fee of £25 per person will be charged in the event that any costs and disbursements e.g. cleaning and damages are incurred at the end of the tenancy.
- 4.1.6 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Agent's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable. The Agent should be informed as soon as possible of any repair requirements.
- 4.1.8 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.
- 4.1.9 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.10 Pay and arrange for the removal of all vermin (from 2 weeks after the start of the tenancy), pests and insects, during the Term, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.11 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property. Those allowed to live in the property are specified in para 4.4.3.
- 4.1.12 Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.
- 4.1.13 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable cost of the contractors visit.

4.2 Inventory

- 4.2.1 Accept the property in its present condition as being in good and habitable condition; will maintain it in that condition and leave it in like condition at the end of the tenancy.
- 4.2.2 Check and return the prepared inventory of the contents and furnishings of the property to the agent within 7 days from the start date, failing which the said inventory shall be deemed to be correct and accurate in all ways.
- 4.2.3 Not remove items on the inventory or bring in any other items such as soft furnishings (due to Fire & Furnishing Regulations) without prior written consent from the Landlord or his Agent.
- 4.2.4 Leave all items on termination in the same location as specified on the inventory.

4.3 Repair

- 4.3.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.3.2 Not permit any waste, injury or damage to the Property
- 4.3.3 Not alter, decorate or paint any part of the property without the express consent in writing of either the Landlord or his agents.
- 4.3.4 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.3.5 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.3.6 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after

correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.

- 4.3.7 Not use any open fires without prior written consent of the Landlord.
- 4.3.8 Give the agent IMMEDIATE NOTICE of any damage to the property and/or its contents initially by phone and followed up in writing. **(Please be aware that the Tenant will be responsible for any call out charges for failed visits by contractors if they have agreed to be available for these.)**
- 4.3.9 Undertakes to pay the whole cost of repairing, replacing or redecorating any part of the property or its contents and furnishings which is required as a result of damage caused through neglect, carelessness or wilful damage on the part of the Tenant or any member of the Tenant's household or a visitor. The Landlord may give the Tenant one month's notice to make good any damage caused, after which time the Landlord or the Landlord's agent may attend to any works required. The Tenant will be liable for any costs incurred under this clause.
- 4.3.10 In the event of loss or damage by fire, flood, impact or other causes, immediately inform the Landlord or his Agents and thereafter give full written details including a copy of the relevant Police Report, to enable a claim to be made via the Landlord's insurance company. Whether the incident is minor or major, the Landlord or his Agents will be solely guided by the decision of the insurance company.

4.4 The Property

- 4.4.1 Immediately notify the Landlord in writing when the Tenant becomes aware of:
 - 4.4.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.4.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property,
 - 4.4.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.4.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.4.3 Use the Property in the manner a good tenant would.
- 4.4.4 Have the windows cleaned on a regular basis, at least every three months and at the end of the tenancy.
- 4.4.5 Not remove any of the Landlord's possessions from the Property.
- 4.4.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.4.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.4.8 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord or agent, such permission not to be unreasonably withheld.
- 4.4.9 Permit the Landlord and or his agents or others, after giving 24 hours written Notice at any reasonable time to enter the Property:
 - 4.4.9.1 to view the state and condition and to execute repairs and other works upon the Property or other properties.
 - 4.4.9.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.
 - 4.4.9.3 to show prospective tenants the Property at all times during the Term and to erect a board to indicate that the Property is to let.
- 4.4.10 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.4.11 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld. The Tenant will be charged for any costs resulting if permission is not sought.
- 4.4.12 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.4.13 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.4.14 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.4.15 Not block ventilators provided in the Property.
- 4.4.16 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.4.17 Not use any gas appliance that has been declared unsafe by a CORGI engineer, or disconnected from the supply.

- 4.4.18 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.4.19 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.4.20 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.4.21 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.4.22 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.4.22.
- 4.4.23 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.4.24 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 any damage.
- 4.4.25 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self closing mechanism.
- 4.4.26 Not keep any animals without the express consent in writing from either the Landlord or his agents. Any domestic pet (where permitted) will be kept under supervision and control to ensure that it does not cause nuisance to neighbours or deterioration in the condition of the property or common areas or the vicinity of the property.
- 4.4.27 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.4.28 In the case of flatted property, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway, hallway and any other common area or pay the share of costs attributable to the property. This includes any common garden area. If the flat is ground floor or a main door flat the Tenant must take responsibility for the whole area of garden attached to the flat. If the Tenant fails to carry out any of the above, the Landlord is entitled to deduct these costs from the Tenants' deposit.
- 4.4.29 Dispose of all rubbish in an appropriate manner and at the appropriate time. It is a Tenant responsibility to find out the days of collection. No rubbish/any other items such as bicycles, to be left in any common area at any time.
- 4.4.30 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.
- 4.4.31 Not store, keep on or bring into the premises or any store, shed or garage, inflammable liquids or explosive gasses which might reasonably be considered to be a fire hazard or otherwise dangerous to the premises or its occupants or the neighbours or the neighbours' property.

4.5 General

- 4.5.1 Not cause or allow any person occupying or visiting the property to cause noise, nuisance, disturbance or annoyance to neighbours within the vicinity of the property.
- 4.5.2 Not commit or allow members of his/her household or persons visiting the property to commit any act of violence or any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of, or cause offence to any member of the Landlord's staff, any other neighbours or members of their household either in their accommodation or in the vicinity of the property.
- 4.5.3 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property.
- 4.5.4 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the Tenants named on this agreement.
- 4.5.5 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.5.6 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.5.7 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.5.8 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does

not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.

- 4.5.9 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.5.10 Reside in the Property as his only or principal residence.
- 4.5.11 Not leave the property unoccupied for more than two weeks and on any occasion when it is unoccupied to take all reasonable precautions to safeguard it and the contents, either by leaving the heating on timer or turning off the water at the main and draining the tank and pipes. The Tenant will meet all costs of taking such actions. If the property is to be unoccupied for more than 7 days the Landlord or his agents must be informed.
- 4.5.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.5.13 Agrees to install a telephone in working order to enable emergency calls to be made.
- 4.5.14 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.5.15 Not alter the operation of, or disable, the smoke alarms.
- 4.5.16 Not disable or alter the operation or code of the burglar alarm.
- 4.5.17 Check any burglar alarm and all smoke detectors and carbon monoxide detectors, on a regular basis and to change batteries when required. The Tenant further agrees not to interfere with or misuse fire equipment. If the property is a House in Multiple Occupation, Tenants must keep a monthly log of all checks and make the log book available for inspection at any reasonable time.
- 4.5.18 Not to smoke within the property. The Tenant will be liable for any professional cleaning, redecoration or replacement items required if damage has been caused to the decoration or soft furnishings caused as a result of smoking in the property. The costs will be taken from the deposit.
- 4.5.19 Forwarding all Landlord mail to Grant Management immediately.

4.6 Insurance

- 4.6.1 The Tenant is obliged to insure all personal possessions and accidental damage caused by the Tenant to the furniture, fixtures and fittings within the property and understands that none of these items can be claimed from the Landlords insurance. The Tenant may be required to provide evidence of insurance documentation upon request.

4.7 End of tenancy

- 4.7.1 Return possession of the Property at the end of the tenancy in the same good clean state and condition as it was in at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.7.2 Return all keys to the Property to the Landlord's Agent by 12 noon on the last day of the tenancy (or sooner by mutual arrangement).
- 4.7.3 Pay for the washing (including ironing or pressing) or replacement of all the linen and the cleaning (including ironing and pressing where appropriate) of all, carpets, blinds and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.
- 4.7.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.7.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.7.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.7.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 4.7.8 The Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- 4.7.9 If there is no dispute the 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.
- 4.7.10 The Tenant should try to inform the 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.

- 4.7.11 If, after 20 working days following notification of a dispute to the Agent 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 4.7.12 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 4.7.12 If the amount in dispute is over £5,000, the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 4.7.13 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 4.7.8 to 4.7.12 above.
- 4.7.14 Arranging to forward all their mail prior to moving out.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To pay all premiums for insurance of the building and contents belonging to him. The Landlord will have no responsibility for damage to or insurance of any furnishings, personal effects and contents brought into the property by the Tenant who will be responsible for insuring the same.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to;
- a) Maintain the building in a wind and watertight condition.
 - b) Keep in repair the structure and exterior of the house (in conjunction with other owners if appropriate) and keep it fit for human habitation including the following where appropriate:
 - drains, gutters and external pipes (this does not include the clearance of blockages caused by the Tenant's negligence)
 - the roof
 - outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration
 - internal walls, floors and ceilings, doors, door frames and internal staircases and landings (including painting and decoration)
 - chimneys, chimneystacks and flues
 - pathways, steps or other means of access
 - plasterwork
 - integral garages and stores
 - boundary walls and fences if wholly attributable to the Landlord
 - making good damage caused by acts of vandalism/criminal activity by a person or persons other than a Tenant, any member of his/her household or a Tenant's visitor(s) provided they have been notified to the police within 24 hours of occurring, or as soon as is reasonably practicable, by the Tenant or by someone acting on the Tenants behalf.
 - c) Keep in repair and proper working order any installations for the supply of water, gas, electricity, sanitation, space heating and water heating in compliance with current safety legislation including the following where appropriate:
 - Basins, sinks, baths, toilets, flushing systems and waste pipes, showers, water tanks.
 - Electric wiring, fireplaces, fittings, fires, central heating installations and extractor fans.

- d) To follow due legal process when seeking to terminate the tenancy and recover possession of the property.
- e) To provide the Tenant with a copy of a valid gas safety certificate (if appropriate) which can be retained by the Tenant.
- f) To provide the Tenant only with furniture and furnishings that comply with Furniture and Furnishings (Fire)(Safety) Regulations 1988.
- g) Except in cases of emergencies, to give the Tenant a minimum of 24 hours notice in writing that the Landlord or his agents wish to inspect the property. In the event that the Landlord or his agents is informed or becomes aware of any emergency and the Tenant is unable to provide access to the property immediately, it is agreed the Landlord or his agents may gain access to the property using forcible means if necessary.
- h) The Landlord also undertakes, where appropriate, to maintain fire safety precautions and installations and exterior routes.
- i) If requested, the Landlord will arrange for a translation of the tenancy into an ethnic minority language.

6 Tenancy Deposit Protection Prescribed Information

6.1 The deposit is safeguarded by the Tenancy Deposit Scheme which is administered by:

Name: The Dispute Service Ltd
 Address: PO Box 541
 AMERSHAM
 HP6 6ZR
 Telephone number: 0845 226 7837
 Email Address: deposits@tds.gb.com
 Fax Number: 01442 253193

6.2 Please see www.tds.gb.com for information provided by the scheme.

6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in paragraph 1.8.6 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ADR service, or on the order of a court.

6.4 If either party is not contactable at the end of the tenancy then the other should contact the scheme provider for advice.

6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Dispute Service Limited for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.

6.6 The Dispute Service Limited offer free dispute resolution for Deposits covered by them. Applications should be made to The Dispute Service Limited.

6.7 The Deposit value is as per paragraph 1.8.1.

6.8 The address of the property is as per paragraph 1.5.

6.9 The contact details of the Landlord are as per paragraph 1.1.1.

6.10 The contact details of the Tenant are as per paragraph 1.1.2.

6.11 Information about any Relevant Person is in paragraph 1.1.3.

6.12 The reasons for possible deductions from the Deposit are listed in paragraph 1.8.4 and 1.8.5.

6.13 The Lead Tenant for this tenancy will be **<tenant 1's name>**. If nominated, this is the person who will be able to deal with Deposit disputes and correspond with The Dispute Service Limited on behalf of the Tenant.

7 Housing Benefit/Local Housing Allowance

7.1 The Tenant authorises the Local Authority or The Rent Service to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit/Local Housing Allowance or Council Tax claims made at any time in relation to the renting of the Property.

7.2 If the Landlord's Agent so requires, the Tenant consents to any Housing Benefit/Local Housing Allowance being paid direct by the Local Authority to the Landlord or the Landlord's Agent.

7.3 The Tenant agrees to refund to the Landlord any Housing Benefit/Local Housing Allowance overpayment recovery which the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

7.4 Should the Housing Benefit/Local Housing Allowance payable fall below the contractual rent, the Tenant undertakes to make payment personally of the balance between the Housing Benefit payment and the contractual rent.

7.5 Should any review or appeal of the Housing Benefit/Local Housing Allowance decision be required, it is a material condition of this tenancy that the Tenant shall comply with all reviews and appeal procedures to the Landlords Satisfaction.

8 Interpretation

8.1 The Declaring for the purposes of this Tenancy that words importing the masculine gender shall include the feminine; words importing the singular shall include the plural, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions incumbent upon and expressed to be made by "the Tenant", including payment of the rent, shall be held to bind all such persons jointly and severally. The expression "written" within this agreement refers to both letter and email.

8.2 In signing this Tenancy the Tenant confirms:

- that he has made a full and true disclosure of all information sought by the Landlord or his agents and
- that he has not knowingly or carelessly made any false or misleading statement to the Landlord or his agents in connection with this Tenancy.

The parties to this agreement hereby declare that in terms of Regulation 8(3) of the Consumer Protection (Distance Selling) Regulations 2000, the right to cancel this Tenancy Agreement afforded to the tenant by the above Regulations does not apply and accordingly there is no right on the part of the Tenant to Cancel this Tenancy Agreement once the Tenancy Agreement has been signed by both parties and the Tenant has taken occupancy of the subjects.

In accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord by way of confirmation that the information is accurate to the best of his knowledge and belief.

In accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief;

IN WITNESS WHEREOF these presents typewritten on this and the preceding 14 pages are (together with any Inventory hereto) executed as follows;

TENANT SIGNATURE (Lead) **TENANTS FULL NAME (please print)**

IN THE PRESENCE OF

WITNESS

DATE

TENANT SIGNATURE (Tenant 2) **TENANTS FULL NAME (please print)**

IN THE PRESENCE OF

WITNESS

DATE

TENANT SIGNATURE (Tenant 3) **TENANTS FULL NAME (please print)**

IN THE PRESENCE OF

.....
WITNESS

DATE

TENANT SIGNATURE (Tenant 4)

TENANTS FULL NAME (please print)

.....

.....

IN THE PRESENCE OF

.....
WITNESS

DATE

TENANTS SIGNATURE (Tenant 5)

TENANTS FULL NAME (please print)

.....

.....

IN THE PRESENCE OF

.....
WITNESS

DATE

TENANTS SIGNATURE (Tenant 6)

TENANTS FULL NAME (please print)

.....

.....

IN THE PRESENCE OF

.....
WITNESS

DATE

TENANTS SIGNATURE (Tenant 7)

TENANTS FULL NAME (please print)

.....

.....

IN THE PRESENCE OF

.....
WITNESS

DATE

AGENTS SIGNATURE

AGENTS FULL NAME

.....

.....

IN THE PRESENCE OF

.....
WITNESS

DATE.....

SAMPLE

HOUSING ACT 1988: SECTION 7 AND SCHEDULE 2 PARTS I AND II CONDITION 3 OF TENANCY

Grounds 1-8 set out in Part 1 below are mandatory grounds: that is, if they are established the Court must grant an order for possession.

Grounds 9-16 set out in Part II below are discretionary grounds, that is even if they are established, the Court will grant an order for possession only if he believes it is reasonable to do so.

GROUND 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)

(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 as his only or principal home; 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 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 the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

GROUND 2

The dwelling house is subject to a mortgage granted before the beginning of the tenancy and:-

(a) The mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 Law of Property Act 1925; and

(b) The mortgagee requires possession of the dwelling house for the purpose of disposing of it with vacant possession in exercise of that power; and

(c) Either notice was given as mentioned in ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice, and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

GROUND 3

The tenancy is a fixed term tenancy for a term not exceeding eight months and:-

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling house was occupied under a right to occupy it for a holiday

GROUND 4

The tenancy is a fixed term tenancy for a term not exceeding twelve months and:-

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling house was let on a tenancy falling within paragraph 8 of schedule 1 to this Act

GROUND 5

The dwelling house is held for the purpose of being available for occupation by a Minister of Religion as a residence from which to perform the duties of his office and:-

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the Tenant that possession might be recovered on this ground; and

(b) the court is satisfied that the dwelling house is required for occupation by a minister of religion as such a residence

GROUND 6

The landlord who is seeking possession or, if that landlord is a registered housing association or charitable housing trust, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling house or to carry out substantial works on the dwelling house or any part thereof or any building of which it forms part and the following conditions are fulfilled:-

(a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling house because

(I) tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or

(II) the nature of the intended work is such that no such variation is practicable, or

(III) the tenant is not willing to accept an assured tenancy of such part only of the dwelling house (in this sub –paragraph referred to as “the reduced part” as would leave in the possession of his landlord so much of the dwelling house as would be reasonable to enable the intended work to be carried out and where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or

(IV) the nature of the intended work is such that such a tenancy is not practicable; and

(b) either the landlord seeking possession acquired his interest in the dwelling house before the grant of the tenancy or that interest was in existence at the time of the grant and neither that landlord or in the case of joint landlords, any of them) nor any other person who, alone or jointly with others has acquired that interest since that time acquired it for money or money’s worth; and

(c) the assured tenancy on which the dwelling house is let did not come into being by virtue of any provision of schedule 1 to the Rent Act 1977, as amended by part 1 of Schedule 4 to this Act or, as the case may be, Section 4 of the Rent(Agriculture) Act 1976, as amended by Part II of that Schedule

For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted or, if it was granted to joint tenants, any of them was the tenant or one of the joint tenants under an earlier assured tenancy of the dwelling house concerned, any reference in paragraph (b) above to the grant of a tenancy is a reference to the grant of that earlier assured tenancy

For the purpose of this Ground “registered housing association” has the same meaning as in the Housing Associations Act 1985 and “Charitable Housing Trust” means a housing trust, within the meaning of that Act, which is a charity within the meaning of the Charities Act 1960

GROUND 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for recovery are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord, or, in the case of joint landlords, any one of them became aware of the former tenants death.

For the purposes of this ground, acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let, or any other term of the tenancy

GROUND 8

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing:-

(a) if rent is payable weekly or fortnightly, at least eight weeks rent is unpaid;

(b) if rent is payable monthly, at least two months rent is unpaid

(c) if rent is payable quarterly, at least one quarter’s rent is more than three months in arrears; and

(d) if rent is payable yearly, at least three months rent is more than three months in arrears;

(e) and for the purpose of this ground “rent” means rent lawfully due from the tenant

GROUND 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect

GROUND 10

Some rent lawfully due from the tenant:-

(a) is unpaid on the date on which the proceedings for possession are begun; and

(b) except where subsection(1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings

GROUND 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due

GROUND 12

Any obligation of the tenancy (other than one relating to the payment of rent) has been broken or not performed.

GROUND 13

The condition of the dwelling house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or the sub-tenant.

For the purposes of this ground, “common parts” means any part of a building comprising the dwelling house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling houses in which the landlord has an estate or interest.

GROUND 14

If the tenant or a person residing in or visiting the dwelling house

(a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing , visiting, or otherwise engaged in lawful

(b) has been convicted of activity in the locality or

1. using the dwelling house or allowing it to be used for immoral or illegal purposes or
2. an arrestable offence committed in or in the locality of the dwelling house

GROUND 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant

GROUND 16

The dwelling house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

GROUND 17

Where the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by (a) the tenant or (b) a person acting at the tenant's instigation.

SAMPLE

