



*Advice for life*

# AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

## Important Notice

This document contains the Terms of the Tenancy to be let under the Agreement of **FULL PROPERTY ADDRESS**. It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

## Conditions Regarding the Start of the Tenancy

The Landlord and Agent should ensure that the following are served on the Tenant at the start of the Tenancy and a signed receipt obtained:

- How to Rent Handbook produced by the Ministry of Housing Communities and Local Government (“MHCLG”);
- Gas Safety Certificate for the Property; (*Landlord may supply for a “Let Only” tenancy*)
- Energy Performance Certificate;
- Prescribed Information specifying how the Deposit is protected;
- The Deposit Certificate;
- The leaflet from DPS.

The Tenant should question why any documents are missing and request copies prior to the start of the Tenancy.

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**Contractual Guarantee**

1. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant of the Premises the Guarantor[s] covenant with the Landlord as set out in the Schedule hereto.

SAMPLE

**THIS AGREEMENT IS MADE on [INSERT DATE]**

**The Parties to this Agreement and the Premises**

THIS AGREEMENT IS MADE BETWEEN

of

, , , ,

**AND**

**(“the Tenant(s)”**)

**AND IS MADE IN RELATION TO PREMISES AT:**

, , , , , **(“the Premises”**)

**The Main Terms of the Tenancy**

**1 Term of Tenancy.**

The Landlord lets to the Tenant the Premises for a period of . The Tenancy shall start on and include the and shall end on and include the .

**2 The Rent.**

The Tenant shall pay to the Agent £ ( ) per month, (“the Rent”) payable in advance.

The first payment, amounting to £ for the period to **[INSERT END OF FIRST MONTH]** minus the holding deposit of **[INSERT HOLDING DEPOSIT]**, leaves **[INSERT APPORTIONED RENT MINUS HOLDING DEPOSIT]** to be paid on the **[INSERT 1st OF MONTH STARTING]** to **RMA Properties Ltd.**

Thereafter, payments shall be made to reach the Agent on **or before the 1st day of the month** and are to be made by standing order. This must be a single payment; RMA Properties do not accept individual rental payments from tenants.

**3 The Deposit.**

The Tenant shall pay to the Agent, on the signing of this Agreement, £ (“the Deposit”) as a Deposit. The Deposit will be lodged with **The Deposit Protection Service (Custodial)**. At the end of the Tenancy The Deposit Protection Service, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Monies lodged with The Deposit Protection Service are non-interest returning.

**4 Fixtures and Fittings**

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

**5 Type of Tenancy.**

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

## 6. The Deposit

*The following clauses set out:*

- (a) what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 3 above;*
- (b) what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;*
- (c) the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and*
- (d) the circumstances in which other monies may be requested from the Tenant.*

### Dealing with the Deposit

6.1 The Deposit will be paid to the Agent who will remit it to The Deposit Protection Service (“DPS”) within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier. The Tenant will be contacted by The DPS, either via email or letter, after the thirty days to confirm that the Deposit has been lodged and registered with The DPS. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the website of The DPS. The website address is [www.depositprotection.com](http://www.depositprotection.com).

For further information on Tenancy Deposit Protection in general the Tenant can click on the website: <http://www.communities.gov.uk/housing/privaterentedhousing/tenancydepositprotection>.

- 6.2 The Agent shall notify the Tenant in writing of any deduction to be made under this Agreement at the end of or earlier termination of the Tenancy. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 6.3 After the end of the Tenancy The DPS shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within ten calendar days of The DPS receiving the repayment request from both parties together with their unique repayment ID's.
- 6.4 If the amount of monies that the Landlord or Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord or Agent may require the Tenant to pay that additional sum to the Landlord or Agent within fourteen calendar days of the Tenant receiving that request in writing.
- 6.5 **The Landlord or Agent with the consent of the Tenant may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:**
- **any damage, or compensation for damage, to the Premises and 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, repairs that are the responsibility of the Landlord;**
  - **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 Premises and its Fixtures and Fittings**
  - **any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the**
  - **Premises (whether or not the Landlord consented to its presence as set out in clause 14.13)**
  - **any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord, by the local authority;**
  - **any accidental damage caused by the Tenant, his visitors, his family, his contractor or any licensee regardless of the cause;**
  - **any unpaid account or charge for water including sewerage and environmental charges, electricity,**
  - **gas or other fuels used by the Tenant in the Premises;**
  - **any unpaid council tax;**
  - **any unpaid telephone charges.**
  - **any other breach by the Tenant of the obligations of this Agreement;**
  - **any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;**

6.6 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that The DPS holds the Deposit or any part of it.

#### **At the end of the Tenancy**

6.7 At the end of the Tenancy the Deposit will be returned to the Tenant within ten calendar days of The DPS receiving the repayment request from both parties together with their unique repayment ID's or when then Landlord and Tenant agree the deductions from the Deposit except in case of dispute.

6.8 If there is a dispute about deductions from the whole or any part of the Deposit the disputed amount will be held by The DPS and, if both parties agree, this disputed amount will then be subject to The DPS's adjudication service.

6.9 The dispute will be forwarded to an adjudicator appointed by The DPS. It is the responsibility of both parties to forward to The DPS all evidence that the party wishes the adjudicator to take into consideration when making a decision. The adjudicator will not ask for evidence and will reach a decision upon the documentation presented by each party.

6.10 The adjudicator will present the decision to the DPS who will then release the Deposit together with a copy of the adjudication to either or both of the parties as decided by the adjudicator.

6.11 Clauses 6.8 to 6.9 above do not affect the rights of the Landlord and Tenant to go to court to resolve the dispute instead of using any adjudication service. If the Landlord and / or Tenant do not wish to use the adjudication service, then The DPS will hold the full Deposit and will only release it on instruction from the courts.

6.12 The Tenant agrees to provide a forwarding address for the return of the Deposit before the end of the Tenancy. To avoid doubt this is the address that the Deposit will be returned to on behalf of all persons forming the Tenant.

#### **7 Obligations of the Tenant**

***The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in this Agreement. If any of these terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.***

7.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee, family, visitor or contractor of the Tenant to do or not to do that same obligation.

7.2 To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.

7.3 To agree to provide a valid passport, and if applicable a valid student or work visa, to the Landlord or the Agent for a photocopy to be taken and retained by the Landlord or the Agent for their records according to the Immigration Act 2014. The Tenant has been made aware that if relevant, any visa will be checked with the Home Office or other relevant organisation prior to the start of the Tenancy and prior to the date that renewal of the visa arises if applicable.

7.4 To agree to inform the Landlord and the Agent of any new occupiers, which will be permitted subject to the Landlord's written approval. The Tenant should refer to section 13 of the Tenancy Agreement regarding Assignment.

7.5 To pay for any damage, accidental or otherwise, caused by the Tenant, his visitors, his family, his contractor, any licensee or others at the Property howsoever caused within fourteen days of written demand. To avoid doubt it is agreed that if the Tenant fails to pay the outstanding sum it will be a deduction from the Deposit at the end of the Tenancy.

## **8 Paying Rent**

- 8.1 To pay the Rent by as set out in Clause 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by the attached Standing Order to reach RMA Properties' bank account on or before the 1st of the month, quoting the Tenancy Reference .
- 8.2 Without prejudice to the Landlord's rights to bring this Agreement to an end for non-payment of the Rent, the Tenant will pay interest on unpaid Rent, at the rate of 3% above the Bank of England Base Rate after a period of 14 days being overdue. A Reminder Letter will be sent to the Tenant after 7 days of the rent being overdue.

## **9 Further Charges to be paid by the Tenant**

- 9.1 To pay the council tax (or any similar charge which replaces it) for the Premises either directly to the local authority, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies. For the avoidance of doubt, should a Tenant neglect to advise the local authority that they are exempt from council tax and obtain the necessary exemption certificate and council tax falls due, the liability of this payment will fall on the Tenant.
- 9.2 To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:
- gas;
  - water (including sewerage and other environmental services);
  - electricity;
  - any other fuel charges;
  - Cesspits; cost of emptying where applicable
  - telecommunications – including telephone, broadband, ADSL, VOIP, cable, satellite or other means of communication- the Landlord is under no obligation to provide a telecommunications line to the premises
- 9.3 To pay to the Landlord, or the Agent, all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:
- recovering or attempting to recover any Rent or other monies in arrears;
  - the enforcement of any reasonable obligation of the Tenant under this Agreement;
  - reasonable costs or other monies incurred by the Landlord or the Agent due to any breach or early termination of the Tenancy agreement by the Tenant; (**see Clause 35.2**)
  - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.
  - any reasonable re-letting costs incurred by the Landlord if the Tenant or any person forming the Tenant vacates the Premises early apart from according to a break clause. (**see Clause 35.2**).
- 9.4 To pay the television licence fee, where legally required, regardless of who owns any television set within the premises.
- 9.5 To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors, his contractor or any licensee.

## **10 The Condition of the Premises: Repair, Maintenance and Cleaning**

- 10.1 To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
- fair wear and tear;
  - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
  - repairs for which the Landlord has responsibility (these are set out in Clause 28 of this Agreement)

damage covered by the Landlord's insurance policy unless the policy is void due to the action or lack of action of the Tenant, his visitors, his family, his contractors or any licensee.

10.2 To inform the Landlord, or the Agent, immediately they come to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in Clause 28 of this Agreement. To inform the Landlord or the Agent in writing of any lack of condition at the Premises. The Landlord only has the obligation to repair, maintain or rectify any lack of condition once the Tenant has informed him or the Agent in writing of any issue that arises. A reply will be sent to the Tenant in writing within fourteen days of the receipt of any correspondence.

10.3 To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.

10.4 To clean to a good standard, [or pay for the professional cleaning] of the Premises at the end of the Tenancy, in both cases to be undertaken to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.

10.5 Chimneys may only be used if the Landlord gives prior written permission. Tenants must arrange to clean the chimneys once a year, where chimneys are present at the premises, provided they were cleaned at the start of the Tenancy and where permission to use them has been granted.

10.6 To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary provided they were working at the start of the Tenancy, and to not interfere with nor remove them at any time. The Tenant must inform the Landlord or the Agent promptly of any repairs or maintenance required to a smoke alarm, carbon monoxide detector where applicable or heat detector if they are not in working order. They should be tested on a weekly basis where they have the facility to be tested.

10.7 To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors, his contractors, any licensee or any other third party permitted into the property by the Tenant.

10.8 To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

10.9 To replace all electric light bulbs, fluorescent tubes and fuses which fail during the term of the tenancy.

10.10 To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.

10.11 To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours' notice in writing) with workers to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

10.12 To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction throughout the Tenancy and at the end of the Tenancy, including paying for those services where required.

10.13 To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

10.14 To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated, clear away any water caused by condensation to prevent any mould growth and to clean off any mould, which develops as soon as it comes to the attention of the Tenant with a suitable mould removal product.

10.15 To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.

## **11 Insurance**

11.1 Not to do or fail to do anything that leads to the insurance policy on the Premises, or the Fixtures and Fittings not covering any part of the losses otherwise covered by the policy.

11.2 To pay to the Landlord all reasonable sums incurred by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, his visitors or his contractors, to comply with Clause 11.1 of this Agreement.

11.3 To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant within a reasonable time of that loss or damage having come to the attention of the Tenant.

**11.4 The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.**

## **12 Access and Inspection**

12.1 To allow the Landlord or his Agent, professional advisers, or authorised contractors to enter the Premises with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours' notice. The Tenant is only required to allow access when:

- the Tenant has not complied with a notice under clause 10.2 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with that clause;
- the Landlord/Superior Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in this Agreement);
- a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Premises;
- the safety check of the gas appliances is due to take place;
- the Landlord/Superior Landlord or the Agent wishes to inspect the Premises.
- to comply with statute.

12.2 To allow the Premises to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Premises.

12.3 To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises.

12.4 To allow the Landlord or the Agent access for periodic inspections throughout the tenancy, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing. During these visits, the Landlord or the Agent may take notes and photos to record the condition of the property at that time.

## **13 Assignment**

13.1 Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person for a period of 72 hours without the Landlord's or the Agent's prior consent, which will not be unreasonably withheld.



13.2 Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Premises unless the Landlord or the Agent has given consent, which will not be unreasonably withheld.

#### **14 Use of the Premises**

14.1 To use the Premises only as a private residence for the occupation of the Tenant(s).

14.2 Not to register a company at, nor run a business solely from the Premises.

14.3 To agree that the Premises are let on the condition that they are occupied by the named persons forming the Tenant. No additional occupiers including children can reside in the Premises unless the Tenant and any occupiers form a single-family group. The Tenant cannot have any occupiers even if they form a single-family group with the Tenant within the Premises unless the Tenant has gained the Landlord's written consent. If there are occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as the Landlord may be in breach of his statutory obligations.

14.3a Where the property is a licenced HMO, clause 14.3 does not apply. The tenants agree that the Premises are let on the condition that they are occupied by the named persons forming the Tenant only. No additional occupiers including children/family can reside in the Premises.

14.4 Not to use the Premises for any illegal purpose.

14.5 Not to hold or allow any sale by auction at the Premises.

14.6 Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.

14.7 Not to smoke, vape or use e-cigarettes or permit any guest or visitor to smoke tobacco or any other substance in the Premises or to burn or allow any other person to burn candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, as a minimum, the Tenant is to pay for the professional cleaning or clean the property to a good standard to include carpets and curtains, washing down of walls, furniture and redecoration as necessary to rid the Premises of the odour of smoking or if damaged through the unauthorised use of candles, incense sticks (or similar) or smoking in the Premises.

14.8 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise. No music or singing, whether by instruments, voices, wireless, gramophone, television or other means, shall be allowed in the Property or building between the hours of 10 pm and 9 am in such manner as to cause a nuisance or annoyance to neighbouring properties.

14.9 Not to decorate or make any alterations or additions to or in the Premises or puncture any walls, timbers or other parts of the Premises without the prior consent of the Landlord or the Agent, which will not be unreasonably withheld.

14.10 Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place them inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

14.11 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld. To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of this clause.

14.12 Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.

- 14.13 Not to keep any animals or birds in the Premises without the prior written consent of the Landlord or Agent which will not be unreasonably withheld. To agree that if consent is granted it may be withdrawn upon the Landlord giving reasonable notice. To take reasonable steps to keep the animal under control during the Tenancy and to keep the garden free of fouling by the animal during the Tenancy and at the end of the Tenancy or pay for the removal of any excrement. To pay for any damage caused by the animal without allowing for fair wear and tear. To clean to a good standard or pay for the Premises to be professionally cleaned, and with de-infestation cleaner at the end of the Tenancy if de-infestation is necessary.
- 14.14 Not to hang any posters, pictures or other items in the Property using blu-tac, white-tac, sellotape, nails adhesive or their equivalents. Tenants may only hang items using a reasonable number of commercial picture hooks. Items should not be hung without the prior consent of the Landlord or the Agent, which will not be unreasonably withheld.
- 14.15 Not to store or keep bicycles or machinery of any kind in the Property (to include any garage) and not to do anything in the Property which might in any way hinder the occupiers from escaping swiftly in the event of fire;
- 14.16 Not to barbecue on or in any balcony, roof terrace, communal gardens or areas apart from those designated for the purpose and not to erect a trampoline in any communal gardens or areas of the Property.
- 14.17 To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

## **15 Utilities**

- 15.1 To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier and to provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 15.2 To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 15.3 To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises and to pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 15.4 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 15.5 To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with Clause 9 or by anything done or not done by the Tenant.
- 15.6 To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in Clause 9.2 and to the local authority.

## **16 Leaving the Premises Empty**

- 16.1 To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of 14 days or more during the Tenancy.
- 16.2 To run all taps in sinks, wash basins and baths for twenty minutes, run all showers for twenty minutes and flush all lavatories at least three times before use after the Premises have been empty for more than seven days and to clean all shower heads every three months.

## **17 Locks and Alarms**

- 17.1 To fasten all locks and bolts on the doors and windows when the Premises are empty and to set the burglar alarm (if applicable) when the Premises are vacant. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.
- 17.2 If a burglar alarm is present in the Premises and provided in working condition, it should be set when the Premises are vacant. If one is present in the Premises and not provided in working condition it should not be activated or tampered with in any way without the prior written consent of the Landlord.
- 17.3 Not to install or change any locks in the Premises except in an emergency without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.
- 17.4 Front/Rear exit door and Bedroom keys supplied by the landlord and which are lost or damaged, will be charged to the Tenant at a cost of up to £10 per key or up to £20 for a specialist key or up to £50 for a key fob. If the lock is damaged and renders the key unusable, the Tenant will be charged up to £20 per key as above or £50 for a fob, plus the cost of replacing the lock. All of the aforementioned costs or any relevant higher costs for these key or lock replacements will be charged as reasonably incurred and will be evidenced in writing by the Landlord/Agent.
- 17.5 To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement). To pay for the reasonable cost of replacement keys, remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

## **18 Garden- if applicable**

- 18.1 To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy. No flower pots or other items shall be placed outside the windows of or on any balconies (if any) of the Property without the specific consent of the Landlord.
- 18.2 To keep the window boxes, borders, paths, and patios, if any, weeded and if required, to cut the grass regularly during the growing season.
- 18.3 Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.
- 18.4 To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden or maintaining the Premises.

### **House Plants and Annual Plants – if applicable**

18.5 To avoid any doubt, the Tenant will not be under any obligation to pay for or to replace any house plant or annual plants in the garden that has been left in or on the Premises, if the houseplant or annual plant has died.

## **19 Car Parking**

- 19.1 To park private vehicle(s) only at the Premises, in the space allocated to the Premises, if the Tenant is allocated a car parking space in the garage or the driveway to the Premises if applicable.
- 19.2 Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 19.3 To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.

## **20 Refuse**

20.1 To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy. For the avoidance of doubt, this includes the removal of all refuse from within the premises and the emptying of refuse receptacles at the end of the tenancy.

20.2 To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available and dispose of all refuse through the services provided by the local authority as per their instructions.

20.3 To bring refuse receptacles back onto the Premises in a timely manner after refuse collection to avoid obstruction to the public.

20.4 To pay any fines incurred from incorrect usage of receptacles or non-compliance with clauses 20.1 and 20.3 above.

## **21 Notices**

21.1 To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent within a reasonable time of receipt of any notice, order, or proposal.

21.2 To forward any correspondence, notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon receipt of any notice, order, or proposal.

## **22 Inventory and Checkout**

22.1 To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within seven days of the Commencement Date with any written amendments or notes.

22.2 To agree that the check-in report of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 22.1 above is not returned to the Landlord or the Agent.

22.3 To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy.

22.4 To accept that if either the Tenant or his agent does not attend the pre-arranged check out appointment, a check out report will be prepared by a representative of RMA Properties Ltd/the Landlord at that time, although the Tenant is not bound to accept the report.

## **23 Head Lease (Block Buildings)**

To comply with the obligations of the Head Lease, if applicable, provided a copy of the obligations have been provided to the Tenant if applicable at the commencement of the agreement or within a reasonable timeframe thereafter.

## **24 Energy Performance Certificates and How to Rent Handbook**

24.1 To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

24.2 To confirm that the Tenant has been provided with a copy of the How to Rent Handbook prior to or on the commencement date of the Tenancy.

## **25 End of the Tenancy**

25.1 To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy. For the avoidance of doubt, this includes emptying all receptacles and wheelie bins belonging to the Premises.

25.2 To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Premises at the end of the Tenancy.

25.3 To vacate the Premises within normal office hours at a time agreed with the Landlord or the Agent.

25.4 To grant vacant possession of the Premises at the end of the Tenancy.

25.5 To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers and to the local authority.

25.6 To provide a copy of the final account for the water rates including sewerage and environmental services to the Landlord or the Agent together with proof of payment.

25.7 To pay all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored by the Landlord for a maximum of fourteen days. Charges will be incurred, and the items disposed of at the Tenant's expense where the Landlord or the Agent has given the Tenant written notice addressed to the Tenant at any forwarding address and the Tenant has failed to collect the items promptly.

25.8 To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Premises are left full of bulky furniture, or other discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises. The items may be disposed of after giving the Tenant at least fourteen days written notice. The Tenant will be liable for all costs of disposal.

#### **Conditions to be Kept by the Landlord**

*The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.*

#### **26 Quiet Enjoyment**

To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord

#### **27 Ownership and Consents**

27.1 To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).

#### **28 Statutory repairing Obligations**

28.1 To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:

- (a) the structure of the Premises and exterior (including drains, gutters and pipes);
- (b) certain installations for the supply of water, electricity and gas;
- (c) sanitary appliances including basins, sinks, baths and sanitary conveniences;
- (d) space heating and water heating;

but not other Fixtures, Fittings, and appliances for making use of the supply of water and electricity.

This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.

28.2 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 28.1 above.

#### **29 Insurance**

29.1 To insure the Premises and the Fixtures and Fittings under a general household policy with a reputable insurer.

### **30 Other Repairs**

30.1 To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, his contractors or his visitors.

### **31 Safety Regulations**

31.1 To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

31.2 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.

31.3 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

31.4 To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

31.5 To install a battery operated smoke alarm on each storey of the Premises if there is not a mains smoke alarm system at the Premises and to install a carbon monoxide detector in any room with a solid fuel appliance.

31.6 Not to remove and to ensure that any mains electric or battery operated smoke alarms, any carbon monoxide detectors, if provided, and any heat detectors, if provided, are operational at the start of the Tenancy and to maintain any mains electric or battery operated smoke alarms, any carbon monoxide detectors and any heat detectors throughout the Tenancy to ensure they are in full working order; apart from the provision of batteries to any battery operated appliance which is the responsibility of the Tenant.

### **32 Head Lease (Block Buildings)**

32.1 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.

32.2 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

32.3 To pay all charges imposed by any Superior Landlord for granting this Tenancy.

### **33 Other Taxes**

33.1 To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

33.2 To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not in the UK for more than six months in the tax year; or in the absence of such an appointment the Tenant will deduct basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under the Finance Act 1995.

### **34 Possessions and Refuse**

34.1 To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

### **35 Interrupting or Ending this Agreement**

*The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.*

**It is agreed between the Landlord and Tenant as follows:**

**35.1 Ending the Tenancy and Re-entry**

If at any time:

- (a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- (b) if any major agreement or obligation of the Tenant is not complied with; or
- (c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 7A, 7B, 8, 10, 11, 12, 13, 14, 14ZA 15 or 17 are made out;
- (d) if the Premises are left unoccupied for more than 28 days without the landlord being made aware; the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

**35.2 Early Termination**

If the Tenant vacates the Premises during the Term, apart from according to a break clause which is included in the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or if the Landlord agrees the Premises are re-let and a suitable replacement tenant is found whichever is earlier. In the event of a change of a sharer/Tenant to this Tenancy Agreement, an early termination fee of £50 will be charged for each sharer/Tenant plus any additional reasonable costs that may be incurred as necessary.

**36 Removal of Goods**

- 36.1 The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord removes them from the Premises and stores them for a maximum of one month. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant to inform that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
- 36.2 The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

**37 Interruptions to the Tenancy**

- 37.1 If the whole or part of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or part of the Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays to rehouse the Tenant.
- 37.2 If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

### 38 Data Protection Act 2018

The personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the terms of the Agent's privacy policy ("the Policy") which both parties will have been served with and is also available to view on the Agent's website ([www.rmaproperties.co.uk](http://www.rmaproperties.co.uk)). In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the Tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following:

- Details of performance of obligations under this Agreement by the Landlord and Tenant;
- Known addresses/details of the Tenant and any other occupiers,
- Any other relevant information required by the parties listed below;

This personal information above can be shared with:

- Utility and water companies,
- The local authority,
- Authorised contractors,
- Credit and reference providers,
- Mortgage lenders,
- Legal advisors,
- Any other interested third party.

This information can/will be provided without further notice only when the Agent is authorised to do so under the Policy.

### 39 Notices

39.1 The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: **c/o RMA Properties Ltd, 101a Cowley Road, Oxford, OX4 1HU**.

39.2 The Tenant shall as soon as reasonably practicable deliver or post to the address set out in clause 0, any notice or other communication which is delivered or posted to the Premises.

39.3 The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays; or if any notices are served by the Landlord or the Agent by electronic mail to the address given by the Tenant from time to time they will be deemed served upon leaving the in box of the sender.

39.4 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in clause 39.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post to the address specified in clause 39.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 39.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays, or if any notices are served by the Tenant by electronic mail to the e mail address given by the Landlord or the Agent to the Tenant from time to time they will be served on the day of service provided the Landlord or the Agent confirms acknowledgement of service in writing.



#### **40 Stamp Duty Land Tax**

40.1 The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.

40.2 The Tenant agrees that he will comply with his legal responsibility to pay the costs of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party if the Rent exceeds the threshold after deduction of the discount.

#### **41 Special Clauses**

41.1 The clauses shown at **Schedule A** which have been individually negotiated with the Tenant if any form part of this Agreement as applicable to their rental Property.

#### **42. Right to Rent**

42.1 To agree that all persons named as the Tenant or who resides at the Property as an occupier whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy. To avoid doubt if any person forming the Tenant or the occupier fails to comply the Landlord may take any necessary legal action to have the person evicted from the Property.

42.2 If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking

42.3 occupation of the Property and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Property complies with the legal requirements of the "Right to Rent" prior to taking occupation by meeting the Landlord or the Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied.

## **Definitions & Interpretation**

In this Agreement the following definitions and interpretation apply:

“Landlord” means anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.

“Tenant” means anyone entitled to possession of the Premises under this Agreement.

“Joint and several” means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant’s obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.

"Guarantor" means the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

"Agent" means **RMA Properties Ltd, 101a Cowley Road, Oxford, OX4 1HU** or anyone who subsequently takes over the rights and obligations of the Agent.

“Premises” means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

“Emergency” means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.

“Water charges” means references to water sewerage and environmental service charges.

“Superior Landlord” means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord’s lease of the Premises.

“Head Lease” means the document which sets out the promises the Landlord has made to his Superior Landlord. The promises contained in this head lease will bind the Tenant if he has prior knowledge of those promises

“Fixtures and Fittings” means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.

“Inventory and Schedule of Condition” means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.

“Term” or “Tenancy” means any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

"Deposit" means the money held by the Landlord in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

"Stakeholder" means that deductions can only be made by the Landlord from the Deposit at the end of the Tenancy with the written consent of both parties.

"Notice Period" means the amount of notice that the Landlord must give the Tenant and vice versa.

"Stamp Duty Land Tax" means the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on [www.hmrc.gov.uk/so](http://www.hmrc.gov.uk/so).

“Inventory clerk” means any individual hired by the Landlord or the Agent to carry out the Inventory check in and Inventory check out.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or Tenant and are for reference purpose only.

The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, which are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

### **Mandatory Grounds**

**Ground 1:** The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlords at least one of them, occupied the Premises as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as his or his spouse's only or principal home;

**Ground 2:** The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Premises are subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so.

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

**Ground 7A:** Any of the following conditions is met:

(1) The Tenant, or a person residing in or visiting the Premises, has been convicted of a serious offence, which was committed (wholly or partly) in, or in the locality of, the Premises or was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or which was committed elsewhere against the Landlord or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and directly or indirectly related to or affected those functions.

(2) The Court has found in relevant proceedings that the Tenant, or a person residing in or visiting the Premises, has breached a provision of an injunction under Section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and the breach occurred in, or in the locality of, the Premises, or the breach occurred elsewhere and the provision breached was a provision intended to prevent conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of the Premises, or conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or conduct that is capable of causing nuisance or annoyance to the Landlord of the Premises, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

(3) the Tenant, or a person residing in or visiting the Premises, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved (a) a breach that occurred in, or in the locality of, the Premises, or (b) a breach that occurred elsewhere of a provision intended to prevent (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the Landlord, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

(4) the Premises is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and access to the Premises has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

(5) the Tenant, or a person residing in or visiting the Premises has been convicted of an offence under section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance). Condition 1, 2, 3, 4 or 5 is not met if—

(a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or

(b) the final determination of the appeal results in the conviction, finding or order being overturned.

**Ground 7B:** Both of the following conditions are met in relation to a dwelling-house in England.

Condition 1 is that the Secretary of State has given a notice in writing to the landlord or, in the case of joint landlords, one or more of them which identifies—

(a) the tenant or, in the case of joint tenants, one or more of them, or

(b) one or more other persons aged 18 or over who are occupying the dwelling-house, as a person or persons disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy.

Condition 2 is that the person or persons named in the notice—

(a) fall within paragraph (a) or (b) of condition 1, and

(b) are disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy.

For the purposes of this ground a person (“P”) is disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy if—

(a) P is not a relevant national, and

(b) P does not have a right to rent in relation to the dwelling-house.

P does not have a right to rent in relation to the dwelling-house if—

(a) P requires leave to enter or remain in the United Kingdom but does not have it, or

(b) P's leave to enter or remain in the United Kingdom is subject to a condition preventing P from occupying the dwelling-house.

But P is to be treated as having a right to rent in relation to a dwelling-house if the Secretary of State has granted P permission for the purposes of this ground to occupy a dwelling-house under an assured tenancy.

In this ground “relevant national” means—

(a) a British citizen,

(b) a national of an EEA State other than the United Kingdom, or

(c) a national of Switzerland

**Ground 8** : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is: (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarter's Rent is more than three months' in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly;

#### **Discretionary Grounds**

**Ground 10:** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

**Ground 11:** there is a history of persistently late Rent payments;

**Ground 12:** the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

**Ground 13:** the condition of the Premises or the common parts has deteriorated because of the behaviour of the

Tenant, or any other person living at the Premises;

**Ground 14:** the Tenant or someone living or visiting the Premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Premises has been convicted of using the Premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Premises;

**Ground 14ZA:** The Tenant or an adult residing in the Premises has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

**Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Premises;

**Ground 17:** the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

**A. Individually Negotiated Clauses:**

**Callouts:** The Tenant has been made aware that should a contractor be sent out to the Premises at the Tenant's request and this is deemed by the contractor to be an unnecessary callout and provides written evidence stating the reasons the Tenant may be liable for any reasonable costs.

**Professional/Cleaning:** The Tenant agrees to ensure the Premises are professionally cleaned or cleaned to a good standard throughout at the end of the Tenancy; to include, but not limited to, all surfaces, carpets, oven, windows, appliances, bathrooms, furniture if applicable etc. to the same standard as the Premises were cleaned prior to the start of the Tenancy. A receipt must be provided at check-out if professionally cleaned. The Tenant must ensure that the wheelie bins, recycling boxes, any other refuse disposal receptacles, vacuum cleaners and lawn mowers are empty at the end of the Tenancy.

**Immigration Status:** It is the Tenant's responsibility to immediately inform RMA Properties Ltd of any changes to their immigration status or the status of any other residential occupier of the Premises.

**Attic/Loft Space:** The Tenant has no access or use of the attic/loft space which is excluded from the Tenancy and should not be entered at any time. This clause is not applicable if the attic/loft has been converted into a bedroom (and approved by the local council's building control department) and the Premises is let as such that space is then considered as a bedroom and this clause is not applicable.

**Bicycles:** Under no circumstances are bicycles to be kept inside the Premises at any time.

**Fireplaces:** Where there is a fireplace in the property, fires must not be lit at any time, unless permission has been granted by the landlord upon request.

**\*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\***

**SIGNED AND DATED BY LANDLORD**

**SIGNED AND DATED BY TENANT**

**Once this Agreement has been signed, the Tenant must pay for this Agreement to be stamped by the Stamp Office if the Rent exceeds the threshold of £125,000 after deduction of the discount. Failure to pay the duty within 30 days could result in financial penalties. Further information can be obtained from the web site on [www.hmrc.gov.uk/so](http://www.hmrc.gov.uk/so) or by telephoning 0845 6030135 (see Definitions, clause 40.1)**

# **STANDING ORDER MANDATE**

## **RMA PROPERTIES LTD**

**Address: 101a Cowley Road, Oxford, OX4 1HU**

**Tel: 01865 251025 Fax: 01865 434320**

To the Manager:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

### **ACCOUNT TO BE CREDITED**

Please Pay to: **RMA Properties Ltd**

Sort Code: **30-96-35**

Account No: **03333667**

Amount:

Commencing: \_\_\_\_\_

thereafter: \_\_\_\_\_

\*Until \_\_\_\_\_ (\*further notice in writing)

Quoting Ref:

**This Notice cancels any previous Standing Orders or Direct Debits in favour of the beneficiary named above under this reference.**

### **ACCOUNT TO BE DEBITED**

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Signature(s) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_