



# Evenbrook Estates Limited

## Assured shorthold tenancy agreement

with deposit protection from  
mydeposits

for the premises at

XXXXXXXX

XXXXXXXX

XXXXXXXX



# Contents

**This agreement sets out the conditions of your tenancy. You should read it carefully to make sure it includes everything you need to know and nothing that you are not prepared to agree to. If you are not sure about something in this agreement, you should get independent legal advice before you sign it.**

The agreement has been written in accordance with the Plain English Campaign's Crystal Mark scheme, although sections H and J and the attachments have not.

Your landlord will probably print out two copies of this agreement for you both to sign - one for the landlord to keep (known as the 'counterpart') and the other for you to keep (known as the 'original').

This agreement is in ten parts. Each part contains numbered sentences known as clauses. Each clause has a heading which describes what that clause refers to.

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Attachment 1 - Regulations for the shared areas of the building if you live in a flat

Attachment 2 - Guarantor addendum

## Conditions of use of this agreement

This tenancy agreement has been created using the British Property Federation's assured shorthold tenancy agreement software.

British Property Federation tenancy agreements are legal documents that will have a binding effect and are only intended for use in relation to property in England and Wales. In producing them, we have tried to cover most common circumstances and conditions. However, how appropriate they are will depend on your property's specific circumstances and your requirements as a landlord. You may wish to take legal advice on the suitability of the documents to your individual circumstances.

British Property Federation and its staff can not accept any liability arising from the use of the tenancy agreement software to create this document or from the contents of this document as created.

The British Property Federation owns the copyright rights to the agreement creation software, the format of this document and the document's contents.

You may copy this document for your own, and your tenant's, use but you must not sell or licence the document or its contents.

By creating this document, you (the person or company identified as the 'landlord' on page 4) agree to abide by these conditions.

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Registered in England and Wales, number 778293

# A Definitions

We need to use some legal terms in this tenancy agreement. By providing this list of definitions we aim to help explain some terms that you may find in this tenancy agreement.

<b>Term</b>	<b>Meaning</b>
The premises	This includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuildings or parking spaces that belong to us and form part of the tenancy. When the tenancy is part of a larger building, the premises include the right to use shared access and other similar facilities.
The building	If the premises are part of a larger building, such as a flat in a block of flats, this term means that building and any of its grounds.
Landlord, we, us	This includes the person or people who own the premises. This gives us the right to take back the premises at the end of the tenancy.
Tenant, you, your	This includes anyone who is entitled to use the premises under the terms of the tenancy. If this is a joint tenancy you are all responsible (separately and jointly) for the tenants' responsibilities. This is known as joint and several liability (see below).
Joint and several liability	Joint and several liability means that both individually and jointly all of the tenants are individually and jointly responsible for paying rent and for all other tenants' responsibilities during the tenancy.
Guarantor	This is someone who agrees to meet your responsibilities under this tenancy agreement if you do not keep to them (for example, paying your rent).
The term of the tenancy	How long the tenancy lasts as set out in this agreement and shown in clause B4.
Deposit	The money you give our managing agent in case you fail to keep to any of the terms of this agreement. This money will be protected in a deposit scheme approved by the Government. Either we or the agent will hold the money during the tenancy or we will send it to one of the three Government deposit schemes to hold during the tenancy (see below).
Stakeholder for deposit	We or the managing agent can only take money from your deposit at the end of the tenancy if you agree, or unless a county court decides otherwise.
Contents	Any of our furniture, furnishings, carpets, sanitaryware (toilet bowls, cisterns, baths, basins, showers and other fittings), decorative features, electrical equipment, other equipment or any floor, ceiling or wall including anything listed in any inventory we supply (see below).
Our permission	If the agreement states you need our permission to do something, you must ask us to give you our permission in writing to avoid misunderstandings later.
Inventory and condition of the property	The document we have had prepared showing details of our fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general. We will rely on the inventory at the end of the tenancy to assess any damage (other than reasonable wear and tear), so you should check it carefully at the start of the tenancy.
ICE	The independent case examiner for the deposit schemes approved by the Government.
mydeposits	mydeposits - the Government deposit scheme we have selected for this tenancy.
Managing agent	The agent we ask to manage the premises and tenancy on our behalf.
Month	One 'calendar' month (for example, January, February and so on), not just four weeks.

## B Main terms of this agreement

1. Date on which the agreement is made: **xx/xx/xxxx**
  
2. The people involved:
  - 2a Us (the landlord): **Evenbrook Estates Limited**  
Address: **Hamstead Hall  
142 Friary Road  
Birmingham  
B20 1AP**
  
  - 2b You (the tenant): **xxxxxxx**  
Address: **xxxxxxx  
xxxxxxx  
  
xxxxxxx**
  
3. The premises (full address): **xxxxxxx  
xxxxxxx  
  
xxxxxxx**
  
4. The term of the tenancy:  
Beginning on: **xxxxxxx**  
Ending on: **xxxxxxx**
  
5. The rent: **£ xxxx** every month  
You must pay the rent on the first day of every month (to cover the month ahead) for the term of the tenancy.  
You must pay the rent to our bank by **standing order**.
  
6. The deposit  
You must pay a deposit of **£0** when you sign this agreement (or before, if we have asked you to).  
We or our managing agent will hold your deposit. Any interest on it will be paid to us.
  
7. Our managing agent's name:  
Address:
  
  
8. Guarantor's name: **xxxxxxx**  
Address: **xxxxxxx  
xxxxxxx  
xxxxxxx  
  
xxxxxxx**

# C Signatures

Your landlord will probably print out two copies of this agreement for you both to sign - one for the landlord to keep (known as the 'counterpart') and the other for you to keep (known as the 'original').

**Important - by signing this agreement, you agree that you have read and accept the full conditions of your tenancy.**

The clauses in part B on page 4 set out the rent you have agreed to pay and the length of the tenancy, our (as the landlord) and your (as the tenant) details, the premises this agreement applies to and the deposit you have agreed to pay.

The clauses in parts C to I set out your and our responsibilities under this agreement.

By law, you must keep to the terms in this tenancy agreement once you and we have signed and dated both parts of the agreement (see clause B1).

Our signature (the landlord or agent on their behalf)

.....

**Evenbrook Estates Limited**

Your signature (the tenant)

.....

**XXXXXXX**

## D General clauses

### 1. **Housing Act 1988**

This agreement is for an assured shorthold tenancy as defined in Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. Section 21 of this Act sets out the conditions under which we can take the property back.

### 2. **Our address for serving notices**

Section 48 of the Landlord and Tenant Act 1987 says we must give you an address where you can serve a notice (or notices) on us if you need to in relation to this agreement. Please use our managing agent's address shown in clause B7 on page 4, or our address in clause B2a if we do not use a managing agent.

### 3. **Serving notices properly**

If either we or you serve a notice under this agreement, we will treat it as being served properly if it is delivered by hand or sent by recorded or registered delivery or by first class post. We will assume it has been received two working days after the date it was posted. However, if it is delivered by hand before 5pm, it will be treated as being served on the next working day. If a notice is not served properly it will not be valid.

### 4. **Data protection**

The tenant agrees that the landlord or landlord's agent may provide the tenant's name, address and other details to third parties including but not limited to; referencing companies; utility providers; the local authority; online tenancy processing agents and the appropriate tenancy deposit protection scheme provider. The tenant acknowledges that this information may be processed on servers outside of the United Kingdom, for example on the servers of the landlord's online tenancy service providers who is currently based in Canada.

# E Your responsibilities

You agree to the following:

**1. Rent**

To pay rent as set out in clause B5.

**2. To pay interest if you pay your rent late**

To pay interest at 4% over the base rate of Barclays Bank plc (which we work out each day) on any rent you owe which is more than 14 days late. If the landlord charges this interest you will pay interest from the date you should have paid the rent until the date you actually pay.

**3. Not to withhold rent**

Not to withhold your rent or any other amounts due under this agreement just because we or our managing agent are holding your deposit.

**4. Bank charges**

To pay any bank charges we are charged by our bank if your cheque, direct debit or standing order is cancelled or not paid for any reason.

**5. Council tax**

To register with the council tax department or any other relevant office of the local authority to pay council tax for the term of the tenancy.

**6. Transfer and pay gas, water, electricity and phone charges**

You must register (in your name) with gas, electricity, water and phone companies (and sewerage companies, where this applies) and pay all charges for these services for the term of the tenancy. When your tenancy ends, you must arrange for the utility companies to take final meter readings for these services but do not ask the companies to cut the supply off.

**7. Changing suppliers or installing payment meters**

You must not install any coin operated, prepaid card or key operated meters at the premises, or change gas, electricity or water suppliers without first getting our or our managing agent's permission in writing.

**8. TV licence**

You must pay the TV licence, cable television or satellite television charges (if you have any of these) for the term of the tenancy.

**9. Costs**

You must repay our reasonable legal and other costs if we take any action against you for not paying any amounts you owe or if you do not meet any of your other responsibilities listed in this agreement.

**10. Cleaning windows**

You must clean, or have cleaned, all the windows you can reasonably reach on the premises (inside and out) at least once a month and within the last 14 days of the end of the tenancy.

# E Your responsibilities continued...

## 11. Replace broken glass

You must, as soon as possible, replace and pay for, all broken glass if the breakage was your or a visitor's fault.

## 12. Replace light bulbs

You must replace all fuses, bulbs and fluorescent tubes when you need to and make sure that all light bulbs and fluorescent tubes work at the end of the tenancy.

## 13. Taking care of the premises

You must keep the inside of the premises and all fixtures and fittings in good and clean condition (this does not include reasonable wear and tear).

## 14. Drains

You are responsible for unblocking and keeping all gutters, sewers, drains, toilet bowls, cisterns, basins, baths, showers, water pipes and ducts (and other fittings you have reasonable access to) free from blockages.

## 15. Qualified contractors

You must use an appropriately qualified contractor to carry out any of your responsibilities to repair or maintain the premises. This particularly applies to clauses E10, E11 and E14 if the repair and maintenance might need specialist equipment for safety reasons.

## 16. Report faults

You must tell us as soon as possible and in writing about any repairs or faults we are responsible for. You may be legally responsible for any loss or costs which are as a result of a repair or fault you do not tell us about.

## 17. Allow us access to your home

- a. During the tenancy, as long as we give you at least one working day's notice (except in an emergency), you must allow us or our employees into the premises to:
  - inspect the condition of the premises;
  - carry out repairs or alterations to the premises or the premises next door;
  - during the last two months of the tenancy show the premises to possible new tenants or someone who wants to buy the premises;
  - carry out any other reasonable activity, including selling the premises, building work or raising a mortgage on the premises; and
  - carry out our legal responsibilities as the landlord.
- b. If after an inspection under clause E17a above we serve a notice of disrepair on you, you must carry out the work shown in the notice within one month of us serving the notice on you. If you do not do the work within that month we may enter the premises and carry out the work for you and then charge you the cost of the work.

## 18. Regulations for shared areas

You must keep to the regulations for managing the shared areas of any building you live in with other people. We have attached a copy of the common regulations to this agreement.



# E Your responsibilities continued...

## 19. **Not overload electrical circuits**

You must not overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables when connecting appliances to the mains.

## 20. **Check smoke alarms**

You must regularly test any smoke alarms (which use batteries) fitted in the premises and replace any battery in an alarm which you find is not working. You must pay the relevant costs if you need a contractor to carry out this work for you. You must let us know as soon as possible if the alarm does not work after you fit a new battery.

## 21. **Prevent condensation**

You must take reasonable care to heat and ventilate the premises to help prevent condensation. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

## 22. **Rubbish and storage**

You must remove all rubbish from the premises by putting it in black bin bags in the dustbin or the large waste container provided outside and put it out to be collected on the relevant days.

## 23. **Parking**

If you rent a specific car parking space or garage as part of this tenancy, you must only park in that space and not store, keep or park any boat, caravan or commercial vehicle on it or on any shared car park.

## 24. **Garden**

If you have a garden, you must keep it clean and tidy, including cutting the grass and lawns regularly, and not dig up or cut down any trees, shrubs, or bushes unless you have our or our managing agent's permission in writing first. You must also keep the patio areas (if you have any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if you have any) as tidy and free of weeds as they were at the start of the tenancy.

## 25. **Insurance**

We do not provide any cover under any insurance policy arranged by us for damage to your personal belongings or valuables. Nor do we provide cover for claims against you from other parties for damage to property or personal injury that results from something you have or have not done (we call this negligence). You should arrange insurance for these risks yourself.

## 26. **Allowing notices on the premises**

During the last two months of the tenancy, you must allow us to display a 'for sale' or 'to let' board or notice on the premises.

## 27. **How you can use the premises**

You must not use the premises or the building for anything illegal or immoral.

You must not use the premises or the building for any registered trade or business.

You must only use the premises as your and your dependants' home.

## E Your responsibilities continued...

### 28. **Not change locks**

You must not change or install any locks on any doors or windows at the premises or the building, or have any extra keys cut for any locks without our permission in writing. If you lose the keys to the premises or the building, you must pay us any costs to supply and fit replacement locks.

### 29. **Not alter the premises**

You must not change the inside or outside of the premises in any way apart from decorating the inside of the premises to a good standard in a colour we or our managing agent approve in writing before you carry out the work.

### 30. **Not damage the premises**

You must not damage the premises or the building, or allow anyone else to damage them. You must advise us of any damage to the premises or the building so that we can make repairs.

### 31. **Not damage installations**

You must not do anything to the electrical, lighting, hot water or heating installations or fixtures or any of the kitchen units and appliances or sanitary fittings or any other fixtures and fittings. You must not remove these items from the premises or the building.

### 32. **Not transferring your legal rights**

You must not transfer this tenancy to anyone else or take in lodgers, sublet, give up or share any part of the premises within the first three months of the tenancy. If you wish to do any of the above after the first three months you must first get our or our managing agent's permission in writing. If we or our managing agent give you permission you must pay all the costs involved for preparing the documents to transfer the tenancy. You will continue to be responsible for all your responsibilities in this agreement until a new agreement has been signed which details the transfer to someone else.

### 33. **Empty premises**

You must not leave the premises empty for any continuous period of more than 14 days, without telling us first. If you plan to leave the premises empty for more than 28 days, you must leave a key with us or our managing agent in case there is an emergency where we or our managing agent may need to get into the premises.

### 34. **Nuisance and noise**

You must not do anything at the premises or the building (including playing any radio, television or musical instrument) which causes a nuisance to or annoys us or your neighbours or which might reasonably be considered to be antisocial behaviour. In particular, you must not play any music which can be heard outside the premises between 11.00pm and 8.30am.

### 35. **Harassment**

You and anyone visiting your premises must not harass anyone for any reason so that anyone in the building is offended and cannot live there peacefully.

## E Your responsibilities continued...

### 36. **Not place notices on the premises**

You must not place any sign, poster, or item of clothing on the premises which can be seen from the outside.

### 37. **Not fix an aerial or satellite dish**

You must not fix any aerial or satellite dish on the premises or the building, or install cable television or telephone cables without first getting our or our managing agent's permission in writing. If we or our managing agent give you our permission you must pay all the costs involved (including removing an aerial or dish at the end of the tenancy) and the reasonable costs of making good any damage or redecorating, if necessary.

### 38. **Not fix blinds to windows**

You must not fix blinds to the windows of the premises unless we or our managing agent have already given you our permission in writing. If we or our managing agent do give our permission, we may ask you to remove the blinds and repair any damage at the end of the tenancy.

### 39. **Animals and pets**

You must not keep any animals, reptiles, insects, rodents or birds at the premises without first getting our or our managing agent's permission in writing. If we or our managing agent do give our permission we may ask you to pay an additional amount towards the deposit to cover any possible damage the animal or pet may cause.

### 40. **Our contents**

You must not remove the furniture, equipment and belongings shown in the inventory from the premises without getting our or our managing agent's permission in writing first.

### 41. **Shared areas**

You must not block any shared passageways, hallways and staircases, or keep any bicycle, pushchair or other item in any shared area of the premises or building without first getting our or our managing agent's permission in writing. You must also not hang any clothes or other items on the outside of the premises or in any shared garden unless we or our managing agent give you our permission in writing.

### 42. **Not fix items to walls**

You must not fix any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, Blu-tack or similar fixings except a reasonable number of picture hooks. You must repair or pay us the reasonable costs of repairing any unreasonable damage, marks or holes caused by, or as a result of, removing any fixings.

### 43. **Washing machines and tumble dryers**

You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.

### 44. **Claims for food in your freezer**

You cannot make any claim against us for any compensation for any loss or inconvenience you suffer if the fridge or freezer (if you have either or both of these) breaks down and causes your food to thaw or become unfit to eat.

# E Your responsibilities continued...

## 45. Claims relating to lifts in your building

You cannot make any claim against us for compensation if:

- a lift in the building cannot be used or breaks down;
- you or someone else has an accident caused by a lift; or
- the lift stops working and we are not responsible for putting it right.

## 46. Other claims

Unless it is covered by insurance, you cannot claim against us for compensation for:

- any damage our agents, workmen or other staff cause;
- a fault in any pipes, staircase or anything in the premises or building;
- anything which any caretaker in the building does or does not do;
- any inconvenience you suffer when we carry out work to the premises or the building (including work to premises next door or buildings we own nearby), such as decorating or carrying out repairs or alterations; or
- any effect that the lift has on your TV or other electrical equipment.

## 47. Notices

You must give us copies of any notices, documents, proceedings or letters which relate to the premises as soon as you receive them.

## 48. Infestations

During the tenancy you must take reasonable measures to keep the premises free of vermin (for example, rats), fleas or parasites. If the premises become infested because of something you have or have not done, you will have to pay the appropriate costs of putting this right and cleaning any parts of the premises which are affected.

## 49. Payments made on your behalf

If someone else pays us rent on your behalf, we will use this money in relation to this tenancy only. In no circumstances will we use this money to create a new tenancy for any other person.

## At the end of the tenancy

### 50. Forwarding address

Just before or immediately after the tenancy ends, you must give us your new address so that we can contact you to give you back your deposit or part of it (this will depend on any charges we have to take from your deposit because you have, for example, damaged part of the property).

# E Your responsibilities continued...

## 51. When the tenancy ends

- a. You must arrange and pay for the premises to be cleaned to a professional standard. This includes washing or dry cleaning (including ironing and pressing) all linen, bedspreads, blankets, curtains, upholstery and soft furnishings and other items set out in the inventory and cleaning any carpets shown in the inventory (if they have been marked during the tenancy). Or, you must pay a fair amount towards the cost of the cleaning.
- b. You must repair any damage to the premises or to our furniture and fittings (including replacing them, if necessary) if you, a member of your household or one of your visitors caused the damage. You must pay us any cost we have to pay to repair any damage or replace any furniture and fittings if you fail to replace or repair anything under this clause.
- c. You must repair any wall or other surfaces on which you have hung photographs, pictures, posters and so on.
- d. You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from reasonable wear and tear) in the same rooms as they were in when you moved in.
- e. You must pay the cost of redecorating any rooms or part of the premises which you decorated or changed without our written permission.
- f. You must arrange for any electricity, gas, water and phone meters to be read immediately before the end of the tenancy and pay any outstanding amounts you owe the companies who provide these services (including cable TV) up to and including the day the tenancy ends.
- g. You must arrange to return any television or other equipment or appliance you have hired or rented to the company you rented it from.
- h. You must give the premises back to us and return the keys to the premises at the end of the tenancy to the place or person we have agreed with you.
- i. You must remove your personal belongings and any rubbish and leave the premises and our furniture, fixtures and fittings in good condition. You also agree that if you leave any personal belongings in the premises at the end of the tenancy we can choose to either:
  - remove any of your belongings you leave in the premises after the end of the tenancy; or
  - charge you rent at the rate set out in this agreement until you remove your personal belongings and hand back all the keys to the premises and the building.
- j. You must pay to us any extra costs we have to pay if we cannot check the inventory until you have removed your personal belongings.

# F Our responsibilities

We agree to do the following:

## 1. **Cleaning**

We will make sure the premises are in a clean and tidy condition before your tenancy starts and make sure all appliances are in good condition and working properly.

## 2. **Costs of preparing this agreement**

We will pay the cost of preparing this agreement.

## 3. **Other payments for the premises**

We will pay any other bills for the premises during the tenancy except any amount which you have to pay under part E of this agreement.

## 4. **Not increase the rent**

We will not increase the rent within the initial term of the tenancy as shown in Clause B4.

## 5. **Our appliances**

We will take reasonable steps to make sure the gas and electrical appliances, and other similar mechanical appliances in the premises for which we are responsible, work properly. We will repair them at the start of and during the tenancy, as long as the repairs are needed as a result of reasonable wear and tear.

## 6. **Repairs**

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 applies to this agreement. This means that we are responsible for repairing and maintaining the installations in the premises which supply water, gas and electricity, and any sanitaryware (basins, sinks, baths, toilet bowls, cisterns, showers and so on), but not other fixtures, fittings and appliances for using water, gas or electricity. We will repair and maintain the installations in the premises for general heating, cooking and heating water. We will take account of the age, character and life of the premises and the area they are in to decide what level of repair we need to carry out.

## 7. **What we do not have to repair**

We will not have to repair:

- a. anything which you are responsible for repairing;
- b. the premises if they are totally destroyed or damaged by a storm or flood; or
- c. anything which you are entitled to remove from the premises.

## 8. **Quietly enjoying the premises**

We will allow you to quietly enjoy the tenancy. This means you can live in your home without any illegal interruption from us or others on our behalf as long as you have paid the rent and carried out your responsibilities as set out in this agreement.

## 9. **Insurance**

We will keep the premises and our contents (if any) insured for any amounts we feel appropriate. We will insure the premises against fire and other risks normally covered by a comprehensive household insurance policy and any other risks we consider necessary.

## F Our responsibilities continued...

### 10. **If you cannot live in the premises - suspending your rent**

If the insurers consider that you cannot live in the premises because of damage to them or the building by any insured risk and the damage is not your fault, or they have not been damaged as a result of something you have or have not done (we call this negligence), you will not have to pay any rent until you can live in the premises again. Or, you may give us written notice to end the tenancy immediately. If you end the tenancy we will pay you any rent you have paid to us for any period after the end of the tenancy.

### 11. **Not paying you compensation**

We will not pay you any compensation if you cannot live in the premises and we have told you that you do not have to pay us rent until you can live in the premises again.

### 12. **Suspending part of the rent**

If you cannot live in or use part of the premises you will not have to pay a percentage of the rent until the whole premises are fit to live in again.

### 13. **Arbitration**

If we (or our managing agent) and you cannot agree on a percentage to pay under clause F12 above, we may use arbitration to sort the matter out (under arbitration an independent professional will settle any dispute between us), as long as you and we agree and agree to share the cost of arbitration. This clause does not affect either our or your right to take a dispute to the courts in the usual way.

# G Inventory and condition of the premises

We and you agree to the following:

**1. Producing an inventory**

We will be responsible for arranging and paying for an inventory and description of the condition of the premises.

**2. Charge for checking the inventory**

We will be responsible for paying the charge to check the inventory at the start of the tenancy.

**3. Accepting the inventory**

If you do not come to the appointment to check the inventory, we will assume that you agree to the inventory and description of the condition of the premises as being a true and full record of the condition of the premises at the time you moved into the property.

**4. Checking the inventory**

At the end of the tenancy, we will check the inventory, or arrange for it to be checked by someone who is independent from us. If you do not keep an appointment to check the inventory you must accept what we or they find when we check the inventory.

**5. Charge for checking the inventory at the end of the tenancy**

You will be responsible for paying the fee for checking the inventory at the end of the tenancy. We will take this amount from your deposit.



# H Protecting your deposit

NOTE: This section has been provided by the deposit protection provider and has not been written under the Plain English Campaign Crystal Mark.

Your deposit is protected by **mydeposits**, 3rd Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ.

## 1. Using the deposit

We will keep the deposit referred to in clause B6 to make sure you keep to your responsibilities in this agreement. We may take some money from the deposit to pay for any or all of the following reasons:

- a. any damage to the premises and fixtures and fittings, or to the building, that you cause or which result from you breaking the terms of this agreement (apart from reasonable wear and tear); we will take account of the age and condition of the property at the start of the tenancy, and any insured risks and repairs that are our responsibility;
- b. any missing items for which you may be responsible; we will allow an amount for reasonable wear and tear and for the age and condition of each item at the start of the tenancy;
- c. any professional cleaning needed on the premises at the end of the tenancy;
- d. any rent or other money you must pay as a condition of this agreement which you have not paid after the end of the tenancy;
- e. if you break any other term of this agreement;
- f. to charge you for checking the inventory at the end of the tenancy.

## 2. Changing tenants during the tenancy and protecting your deposit

We will not have to refund the deposit or any part of the deposit before the end of the tenancy if you or one or more of you move out of the premises. If you rent the premises as a joint tenant and a joint tenant moves out, you are responsible for telling us when they moved out.

## 3. Returning your deposit

If there is no dispute, we will keep or give you back your deposit in line with the amounts you and we have agreed to take off (if there are any) as a result of you breaking your responsibilities under this agreement. We will do this within 10 working days of you and us agreeing to this.

## 4. Taking amounts from the deposit

At the end of the tenancy we can, if you agree, take any money you owe us under this agreement from your deposit. We will not do this without your permission. We will let you know in writing the reason for the amounts we are planning to take. We will do this within 20 working days of the end of the tenancy. We will send the notice to the address you gave us under clause E50 of this agreement.

## 5. Notice of disputes

You should do your best to let us know in writing if you plan to disagree with any of the amounts we plan to take from the deposit within 10 working days of you receiving the notice of the amounts we plan to take.

## 6. Repaying the deposit

We will return your deposit or part of your deposit (if this applies) to you by cheque, bank draft or direct into your bank account. If you are a joint tenant we may return the deposit or part of the deposit to any one of you for, and on behalf of, all of you, unless we say otherwise in writing.

# H Protecting your deposit continued...

## 7. Handling disputes

If you and we cannot agree to the amount we plan to take from your deposit and this amount is £5,000 or less, we may refer the matter to the appropriate scheme that is protecting your deposit for them to decide what to do with your deposit. We or you must let the scheme know in writing that we or you do not agree to the amount we plan to take from the deposit as soon as possible after you receive details of the amount we plan to take. If, after 20 working days, we and you have not managed to sort the matter out we will pass the matter to the appropriate scheme that is protecting your deposit so they can ask the appropriate independent case examiner (ICE) to decide what to do with your deposit. If the ICE is later asked to sort out any dispute they may refuse to deal with the matter. You and we must agree to co-operate with the investigation to reach a decision we both agree to.

If the amount we plan to take from your deposit is over £5,000, we and you must agree to use formal arbitration with an arbitrator the ICE of the scheme protecting your deposit has chosen. The ICE may decide to look into the matter if we and you agree. If we choose an arbitrator to look into the matter, you and we will have to pay an administration fee for any costs relating to the arbitration.

Our and your legal rights to take legal action through the county court will not be affected by this clause.

# I Ending the tenancy

## 1. Our right to re-enter the property - known as forfeiture

The Protection from Eviction Act 1977 protects you from us ending your tenancy immediately. It says we must get a court order to repossess (take back) the premises if you break the tenancy and you have failed to put right or sort out the problem in a reasonable time.

If you are not sure about your rights or you need more information to help you understand this clause, you should get advice from a solicitor or your local Citizens Advice.

We are entitled to repossess the premises, and this tenancy will end immediately, if you:

- a. do not pay all or any of the rent 14 days after it was due, whether or not we have formally asked you to pay it;
- b. do not keep to any significant agreement or major responsibility in this agreement;
- c. have a bankruptcy order made against you or your guarantor, or you transfer your estate or sign any deed of arrangement for the benefit of your creditors;
- d. leave the premises and do not mean to return;
- e. the tenant, a member of the tenant's household, or a person visiting the property has been convicted of a serious offence;
- f. the tenant, a member of the tenant's household, or a person visiting the property has breached the civil injunction for anti-social behaviour
- g. the tenant, a member of the tenant's household, or a person visiting the property has been convicted for breaching a criminal behaviour order;
- h. the tenant's property has been closed for more than 48 hours under a closure order for anti-social behaviour; or
- i. the tenant, a member of the tenant's household, or a person visiting the property has been convicted for breaching a noise abatement notice or order in relation to the tenant's property.

## 2. Grounds for grant of possession

A court will grant us possession if any of the circumstances mentioned in the following grounds (reasons) shown in the Housing Act 1988 (as amended by the Housing Act 1996) applies:

### Ground 8

At both the time that we give notice that we will start court proceedings and at the time of the court proceedings you are still:

- a. at least eight weeks behind with your rent if you pay rent every week or every fortnight;
- b. at least two months behind with your rent if you pay rent every month;
- c. at least three months behind with your rent if you pay rent every three months;
- d. at least three months behind with your rent if you pay your rent each year.

## 3. Possible grounds for grant of possession

The court might grant us possession in the following circumstances:

### Ground 10

At both the time we give notice that we will start court proceedings and at the time of the court proceedings you owe some rent.

### Ground 11

You have a history of often being behind with your rent.

### Ground 12

You have broken one or more of your responsibilities under the tenancy agreement.

# I Ending the tenancy continued...

## 3. Continued...

### Ground 13

The condition of the premises or the shared areas of the building of which the premises is part of has deteriorated because of your behaviour or that of any other person living there.

### Ground 14

You, or someone living or visiting the premises, have been guilty of causing a nuisance or annoying neighbours. Or, a person living with or visiting you has been convicted of using the premises, or allowing it to be used, for illegal purposes or has committed an offence which is one they can be arrested for in the premises or in an area near the premises.

### Ground 15

The condition of the furniture has deteriorated because it has been badly treated by you or someone living at the premises.

### Ground 17

We gave the tenancy to you after you or a person acting on your instructions gave a false statement.

If any of these conditions apply to you, we may re-enter the premises and the tenancy will end.

However, if any of these conditions apply and you are living in the premises, we will not repossess the premises without getting a court order first.

Any action we take to repossess the premises will not restrict or limit any other legal rights we may have.

## 4. Giving notice at the end of the fixed term

You must give us at least one month's notice in writing when you want to end the tenancy. The notice must not end before the last date of the tenancy set out in clause B4 and must end on the day before the rent is due. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice ends and you have moved out of the premises.

# J Special terms for the tenancy

NOTE: the following clauses have been selected or written by the creator of this agreement and have not been written under the Plain English Campaign Crystal Mark.

We and you agree to the following:

## 1. **Landlord break clause**

You agree that we may end the tenancy by giving you written notice. The law requires us to give you two months' notice under Section 21 of the Housing Act 1988 if we wish to end the tenancy. In order to end the tenancy early we may serve on you a section 21 notice at any time after four months from the beginning of the tenancy as set out in Clause B4 of this agreement. The tenancy will come to an end on the date referred to in the section 21 notice, which will be at least two months from service of the notice. Clause D3 of this agreement details the methods for service of notices.

## 2. **RPI rent increase**

We will not increase the rent within the first 12 months of your occupation of the property. If the tenancy extends beyond one year, we may increase the rent by giving you not less than one month's notice in writing specifying the new rent and the date on which the change in rent will take effect. The rent will increase by the percentage increase in the Retail Price Index published immediately prior to the date of the renewal, or by 10% depending on which amount is the greater. This increase will be based on the rent payable in the first year and any subsequent year thereafter. The increased rent will be rounded up to the nearest pound.

## 3. **Water Systems**

You must flush out infrequently used outlets (including showerheads and taps) at least weekly and clean and de-scale showerheads and hoses at least every 3 months to reduce the risk of Legionella bacteria.

## 4. **Deposits**

We have not taken a deposit from you and there is no protection with 'mydeposits'. At the end of the tenancy we will pursue any unpaid rent and the cost of any dilapidations where these are more than normal fair wear and tear in the property through the County court and High court in all cases.

# ATTACHMENT 1

## REGULATIONS FOR THE SHARED AREAS OF THE BUILDING IF YOU LIVE IN A FLAT

You must not do the following:

1. You must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and you must keep them free from rubbish.
2. You must not allow any rubbish to build up in the premises or the building and you must put all rubbish in the bins or other proper rubbish containers (you must provide these). You must not pour any oil, grease or other substance down any drain or pipe in or around the premises which might be dangerous or damage the drainage system.
3. Between 11.00pm and 8.30am you must not:
  - a. play or use any piano, record player, radio, loudspeaker or mechanical or other musical instrument;
  - b. use any equipment or machinery of any kind (such as a vacuum cleaner);
  - c. sing loudly; or
  - d. make any other noise which could annoy any of your neighbours, or be heard outside the premises.
4. You must not:
  - a. hang clothes or other items outside the premises; and
  - b. place any pot, flowerpot, window box or any container of any kind on any window sill or concrete or stone ledge of the premises or the building.
5. You must not throw rubbish out of any window of the premises or shake any mat out of the windows.
6. You must not keep or bring any bird, dog or other animal into the premises or into the building without first getting our or our managing agent's permission in writing. If we do give permission we still have the right to change our decision later.
7. You must not use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
8. You must not bring or keep on the premises anything which is or may become, in our opinion, unclean or unsightly.
9. You must not park cars in any yard, garden or driveway of the building.

# ATTACHMENT 2

NOTE: This addendum has not been written under the Plain English Campaign Crystal Mark.

## GUARANTOR ADDENDUM

This guarantor addendum relates to the tenancy agreement dated **xx/xx/xxxx** commencing on **xxxxxxx**.

Dated: **xx/xx/xxxx**  
Landlord: **Evenbrook Estates Limited**  
Address: **Hamstead Hall  
142 Friary Road  
Birmingham  
B20 1AP**

Tenant: **xxxxxxx**  
Address: **xxxxxxx  
xxxxxxx**

**xxxxxxx**  
Guarantor: **xxxxxxx**  
Address: **xxxxxxx  
xxxxxxx**

**xxxxxxx**  
Premises: **xxxxxxx  
xxxxxxx**

**xxxxxxx**  
Term: **xxxxxxx** to **xxxxxxx**  
Rent: Monthly rent of **£xxxx** per month  
Payable: Monthly in advance as detailed in the tenancy agreement detailed above

### Landlord and guarantor agreement

In consideration of the landlord granting to the tenant the tenancy detailed above, the guarantor guarantees to the landlord that if at any time during the term of the tenancy or any extension of the term the tenant shall:

- a. default in payment of rent the guarantor will on demand pay the rent to the landlord to include any increased rental subsequently agreed between the landlord and tenant; and
- b. fail to observe or perform any of the obligations, undertakings or conditions contained in the tenancy agreement

the guarantor will indemnify the landlord immediately on demand in respect of any losses, damages, expenses and costs incurred by the landlord as a result of the tenant's default which the landlord is unable to recover from the tenant.

Signed by the  
guarantor:.....

Witnessed  
by:.....

Name: .....

Address: .....

.....

.....

.....

Occupation: .....

Evenbrook Estates Limited  
Hamstead Hall, 142 Friary Road, Birmingham, B20 1AP  
Tel: 0121 553 2747, Fax: 0121 580 0035, [www.evenbrook.co.uk](http://www.evenbrook.co.uk)  
Registered in England and Wales; Registered number 2916629

This tenancy agreement has been created using the  
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British Property Federation  
St Albans House, 5th Floor, 57-59 Haymarket, London, SW1Y 4QX  
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