

# TENANCY AGREEMENT - ENGLAND & WALES

(for a Furnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY                      147, Elm Park Road - Reading, RG30 2TL

The ROOM                             Ground Floor - Room A  
 1st Floor Front - Room B  
 1st Floor Middle - Room C  
 1st Floor Back - Room D  
 Attic - Room E

The LANDLORD                      Name and address: \_\_\_\_\_

The TENANT                            Name: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Name of Work Place: \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_

The TERM                              Minimum of \_\_\_\_ months beginning on \_\_\_\_\_

The RENT                                £ \_\_\_\_\_ per month payable in advance on the \_\_\_\_\_ of each month.

The DEPOSIT                            £ \_\_\_\_\_

The INVENTORY                        The list of the Landlord's possessions in the room at the Property which has been signed by the Landlord and the Tenant.  
**(Bed, Mattress and protector, Wardrobe, Drawers, Chair, Desk, LCD TV with Freeview & remote control, Network cable, Bin, Lamps, Safebox )**

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent. By signing the Tenant has understood and agreed with the House Rules and Health and Safety Information attached to this Agreement.

DATED: \_\_\_\_\_

SIGNED

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Landlord's Signature

**IMPORTANT NOTICE TO LANDLORDS:**

(1) The details of the LANDLORDS near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.

(2) Always remember to file the written Notice Requiring Possessions to the Tenant two clear months before the end of the Term.

**IMPORTANT NOTICE TO TENANTS:**

(1) In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.

(2) If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property.

# Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the property at the end of the Term.

## 2 The Tenant's obligations:

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

2.2 To pay all charges in respect of any electric and gas services used at or supplied to the property during the Term.

2.3 To keep the items on the Inventory and the interior of the Property in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).

2.4 To yield up the property and the items on the Inventory at the end of the Term in the same clean state and condition if they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the property and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 3.2).

2.5 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the property.

2.6 Not do anything on or at the property which:

(a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises.

(b) is illegal or immoral.

(c) may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.

(d) will cause any blockages in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works which will be reasonably required.

2.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the property.

2.8 Not use or occupy the property in any way whatsoever other than as a private residence.

2.9 Not assign, sublet charge or part with or share possession or occupation of the Property

2.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).

2.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the tenant of his obligations under this Agreement.

2.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.

2.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the property before leaving.

## 3. The Landlord's obligations:

3.1 The Landlord agrees that the Tenant may live in the property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

3.2 To insure the property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant.

3.3 To keep in repair (where provided by the Landlord).

3.3.1 the structure and exterior of the property (including drains gutters and external pipes).

3.3.2 the installations at the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences).

3.3.3 the installations at the property for space heating and heating water.

3.4 But the Landlord will not be required to:

3.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner

3.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do

3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

## 4. Ending this Agreement

4.1 The Tenant cannot normally end this Agreement before the end of the Term. However after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.

4.2 If the Tenant stays on after the end of the fixed term, a new tenancy will arise that will run from month to month or week to week (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period.

4.3 If at any time.

4.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or

4.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or

4.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply the Landlord may recover possession of the property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if possession of the Property has not been surrendered and anyone is living at the property or if the tenancy is an Assured or Assured Shorthold Tenancy then the landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

## 5. The Deposit

5.1 A Deposit is to be paid in cleared funds on the signing of this Agreement and is held under the terms of an authorised tenancy deposit scheme, the details of which will be made available to the Tenant by the Landlord within 30 days of receiving the Deposit. The tenant is to attached to this Agreement copies of Tenancy Deposit Scheme details which will be emailed in a separate document.

5.2 The Deposit will be held and returned under the terms of: Tenancy Deposit Solutions Limited (TDSL) trading as mydeposits. This is an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

5.3 The Landlord will refund to the Tenant the deposit at the end of the Term (however it ends) using the details provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in this Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money.

The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the Deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 5.1 above including utility bills. However, the Landlord shall not save in exceptional circumstances, retain the deposit for more than one month after the end of the tenancy.

5.4 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

## 6. Other provisions

6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf

6.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property to enter communal areas but will not enter individual bedrooms without the consent of the Tenant (save in an emergency).

6.3 Any notices or other documents shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed served on the day after posting.

6.4 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

6.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.13 above) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of the sale will be dealt with in the same way as the Deposit as set out in clause 5.2 above.

6.6 In the event of damage to or destruction of the property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).

6.7 Where the context so admits:

6.7.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.

6.7.2 The 'Tenant' includes any persons deriving title under the Tenant.

6.7.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.

6.7.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

6.7.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

## 7. HOUSE RULES

Most of these rules are common sense, we are sure that you will agree with them. Please remember, these rules are to ensure that you and other people live comfortably and safely together in the house.

### 7.1 Cleaning:

Everyone is responsible for cleaning their own room. A cleaner comes to clean the communal areas once a week (bathrooms, kitchen, hallways, etc.) Don't leave old food in the fridge.

Don't leave dirty plates or dishes in the kitchen. (The cleaner is not to do peoples washing up.) When you leave the house, you need to clear out your own things in both the kitchen and bathrooms. Please leave the room as you found it and if using bedding provided please wash.

**7.2 Bins:** Are labelled in the kitchen as recycle, normal and compost. Bin men come weekly and collect the black and reds bins alternately. It is a fortnightly collection. Recycled rubbish includes, paper, plastic containers and tins, no glass. Please put:

-Glass outside in the small separate red container at the front of the house. This needs to be taken to the recycle collection point. The nearest is Kensington Park.

-Recycled rubbish goes in the outside black Willie bin.

-Normal rubbish goes in the outside black Willie bin.

-Compost rubbish is in the back garden in the black plastic compost container.

### 7.3 Decoration:

Don't make any: permanent decoration, paint doors, walls or windows, holes in the walls, change furniture.

**7.4 Notice to leave:** 30 days notice must be given before moving out. This 30 days notice will also be given from us if we require the room to be vacated, for whatever reason.

Minimum stay in the house is 6 months, unless previously agreed.

We will not return the deposit if sufficient notice of a month in advance is not given.

The deposit will not be used as the last months rent. Deposits will be transferred directly to your bank account after the two keys are returned, the room is checked and all bills (gas and electricity) have been paid.

**7.5 Bathroom:** Turn on the extractor when using the shower so dampness and mould is prevented.

**7.6 Visitors:** The rooms are for individuals, "not for couples", unless previously agreed. Maximum stay is three nights a week (ideally weekends). No more than once a month. Only one visitor at a time.

Please let us know in advance (at least a week before) when you are expecting a guest. It is polite to inform the other tenants of visitors, we will do this via email.

**7.7 Bills:** We include in the rent all the fixed bills: council tax, phone, Internet broadband, weekly cleaner, water and TV licence. We also pay for the salt for the water softener and cleaning products. We don't include the bills paid by meters, these are only electricity and gas.

**7.8 Smoke:** If you want to smoke please do so in the garden an ashtray is provided for use. Do not drop cigarette butts on the floor.

### 7.9 Inventory:

All rooms have the similar furniture:

- o Single bed or double
- o Mattress and protector
- o Shelf, desk and chair
- o Wardrobe and drawers
- o LCD TV with freeview integrated and bracket on the wall
- o Network cable for Internet
- o Drying rack for clothes
- o Bed side table and lamp

**7.10 Kitchen:** You have a cupboard in the kitchen that says Room (A, B, C, D or E) on the inside of the door, it should be empty and is yours to use. The fridge also has a label on it, this is your shelf!

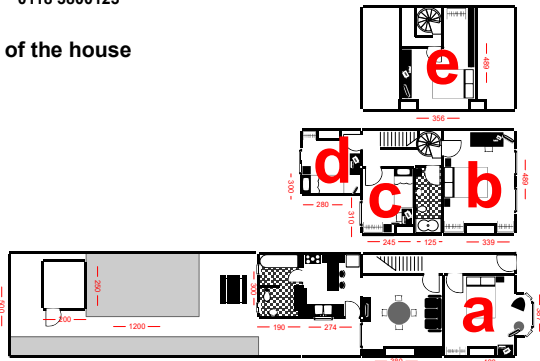
**7.11 Our Contact Details:** If there are any problems or anything is broken / damaged please let us know straight away so we can ensure it is fixed and everything in the house is safe to use.

**Email:** info@RoomsInReading.co.uk

**Mobile:** 0781 8048423

**Phone:** 0118 3800123

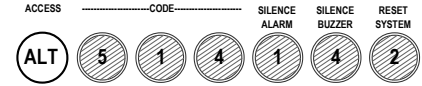
### 7.12 Plan of the house



## 8. Health and Safety - 147

**8.1 Fire Escape:** Rather than attempt to put out a fire it is safer to leave the house and call 999. The two fire escapes are the front door and the back door. There are call points at both these exits, which should be activated to ensure all other persons in the house are aware they need to evacuate the house. If a call point is activated by mistake the key is on top of the call point box to deactivate it place the key in the hole and turn it, replace the key on top of the box. All doors in the house are 30 minute fire protection doors which have a smoke seal around them.

**8.2 Smoke Alarm:** There is a 2 Zone fire detection in the house, if the alarm sounds in a non emergency (there is no fire) to silence it the instructions to deactivate it are shown below and on the panel in the hallway.



If the alarm goes off, please inform us as it needs to be written in the log book.

**8.3 The fire extinguishers and fire blanket:** There are fire extinguishers on the walls in the hallway at each level of the house, in the kitchen there is an extinguisher and fire blanket. If used you must inform us straight away.

**8.4 The mains water stop cock:** is behind the water softener in the kitchen cupboard under the boiler.

**8.5 The main gas stop:** is outside the front of the house in a white box, you will need a yellow key to open, this is in the red box in the dining room with the manuals.

**8.6 The electricity fuse box:** is under the stairs near to the electricity metre.

**8.7 The water softener:** is under the sink. The only thing it needs is blocks of salt placing in the front. The cleaner will do this, but please keep an eye on it otherwise hard water (scale) will block up the boiler leading to problems with hot water and heating. Also, due to the water being so soft you will notice you don't need to use as much washing powder, washing up liquid, etc.

**8.8 The drinking water:** is a single tap on the right of the normal tap at the kitchen sink. Is not harmful to drink the water from the normal tap, but it is advised that babies and old people especially with heart conditions don't drink it on a regular basis (has a higher salt content).

**8.9 Pressure in the boiler:** Sometimes the boiler requires more water pressure. The black needle on the boiler (behind the flap) shows the amount of pressure in the boiler. It should always be between 1 and 2 bars, ideally 1.5. If not, the boiler will not work well or sound strange. To put more pressure in the boiler turn on the tap behind the water softener, as marked. The tap must be turned off again after increasing the pressure. Please don't forget this.

**8.10 Front door:** Please check the front door is locked when leave and entering the house. Door Lock always UP vertically on the inside knob, when you Leave or Enter.

**8.11 Manuals:** All the manuals are in a red box on the top shelf in the dining room (Fridge, Washer/Drier, TV, etc). Also you can find them in our website.

**8.12 Internet:** Sometimes the internet stops working, this problem is usually solved by restarting the modem, router and hub. Do this by turning everything off by disconnecting everything individually by pulling out the power cables from the back of the modem, router and hub. First connect the modem power cable back, wait for two minutes until all the lights are stable. Then reconnect the router, again wait for the lights to stay on. Finally, connect the hub.

**8.13 The lights for the back garden:** Are on the outside bathroom wall. Open the water proof box and turn on the switch. Please take care not to turn off the both switches, one is for the fridge in the shed.

**8.14 Electric Shower:** the shower can be temperamental, start on a low temperature setting and gradually turn the temperature up.

**8.15 Safe Box:** We will give you a 4 digit code. To open the door of the safe, press the 'START' button, Input your code \*\*\*\* immediately and confirm by pressing the 'START' button, the green light will be on with the display showing 'OPEN'. Open the door using the knob within 4 seconds.

If you want to change the code follow these steps:

- With the door of the safe open, press the red button on the inside of the door and the display will show 'SET CODE'.
- Press from 3 to 8 numbers that you wish to use as a new user code, and confirm by pressing the 'START' button.
- The display will show 'IN' and your inputted numbers. And this means that the new user code is confirmed.

If you change the code, when you move out of the house please reset to the original code.

**8.16 Phone:** All landline Local and national calls are free up to one hour, if you want to speak longer please disconnect and call again, also **DO NOT USE NUMBERS STARTING WITH 084 or 087** etc., these are not geographical numbers and are not free, only numbers starting with 01 or 02 are free. This website is great for finding the alternative local numbers: [www.saynoto0870.com](http://www.saynoto0870.com)

**8.17 Security Camera:** There is a security camera viewing the front door, working 24h.

**8.18 Lost/Stolen Keys:** **REPORT ALL LOST/STOLEN KEY IMMEDIATELY TO ME.** Lost/stolen key replacement must be made by the authorised manufacture provider. Ordinary copy will damage the WIFI lock installed in the front door. This cost will be covered by the person who damaged the lock.

Tenant's Signature

Landlord's Signature

3 of 3