

TENANCY AGREEMENT

for letting a furnished dwelling-house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988

This is a form of legal document and is not produced or drafted for use without technical assistance, by persons unfamiliar with the law of landlord and tenant. **All tenants shall be held jointly and severally liable for all terms and obligations under this Lease.**

IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY A SOLICITOR, A CITIZENS' ADVICE BUREAU OR A HOUSING ADVICE CENTRE.

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

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DEPOSITS

If the landlord takes a deposit, the landlord must, within 30 days from the date of payment, give the tenant and any person who has paid the deposit on the tenant's behalf, certain written information about the way the deposit is protected. See the Housing Act 2004 s 213(5) and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, S.I. 2007/797. The landlord may not require a deposit which consists of property other than money.

DATE

06/05/2024

PARTIES

1. THE LANDLORD

Example Landlord

Example Landlord Address

2. THE TENANT

Name	Address
Example Tenant	Example Tenant Address
Example Tenant	Example Tenant Address
Example Tenant	Example Tenant Address

PROPERTY

The dwelling-house at

The Flat at Masonic Hall , Duncombe Place, York, YO1 7DX

TERM

A fixed term of 361 Days from 2nd July 2024 to 28th June 2025

RENT

£7,155.15 per Quarter

PAYABLE

in advance by equal Per Quarter payments on the 1st day

FIRST PAYMENT

to be made on the 2nd July 2024

(date)

Note: This property is MANAGED by Adam Bennett Lettings, should you require any further information please do not hesitate to contact Adam Bennett Lettings

1. **SUBJECT** to clause 6 of this Agreement where it applies, the Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above.
2. **THIS** Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.
3. **THE** Tenant agrees with the Landlord -
 1. To pay the Rent as set out above
 2.
 - (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
 - (b) To pay to the Landlord the amount of any council tax while the tenancy continues if the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy even when Tenant ceases to live at the property.
 3. Except where included, to pay all charges for the supply of telephone, gas, electricity, water and sewage, TV licence and broadband services to the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption
 4. To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed. This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy
 5. To allow the Landlord or anyone with the Landlord's authority to enter the Property at reasonable times of the day to inspect its condition and state of repair, if the Landlord has given 24 hours' notice beforehand
 6. To use the Property as a private dwelling-house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
 7. Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire
 8. Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the tenants or occupiers of any adjoining premises or which may adversely affect the energy efficiency rating or the environmental impact rating of the Property for the purposes of an energy performance certificate
 9. (a) During the first three months of the tenancy you are not permitted to assign or sublet the property and you must not part with possession of it in any other way.

(b) Thereafter not to assign, sublet or part with possession of the Property in any way without the consent of the Landlord, that consent not to be unreasonably withheld. If a tenant wishes to drop out of a tenancy agreement they must find a potential replacement themselves and correct documentation will need to be provided prior to consideration of the landlord. All original tenants must meet and accept the replacement tenant(s). All tenants must be present when signing the new tenancy agreement. Appropriate fees must be paid once a new tenancy agreement has been created and correct documentation collected.
10. To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within 7 days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
11. Not to keep or allow anyone else to keep a pet of any kind in the Property without the written consent of the Landlord
12. At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement
13. Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning
14. During the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day, if the Landlord has given 24 hours' notice beforehand.
15. To ensure that all smoke and carbon monoxide alarms at the Property are in good working order at all times. Tenants should test different detectors or call points each week and in the event of any failure of such devices to notify the Landlord as soon as reasonably practicable.
16. Not to adjust the temperature setting of the water systems. Hot water must be set and maintained at 60 degree Celsius and cold water should be below 20 degree Celsius. To clean, disinfect and descale showerheads at least once every six months. Tenants should inform the landlord if the hot water is not heating properly or there are any other problems with the system so that appropriate action can be taken.
17. Not to permit any person aged 18 or over to continue to occupy the Property (whether or not named in this Agreement) if that person becomes disqualified as a result of his or her immigration status for the purposes of the Immigration Act 2014.
18. Strictly not permitted the production, possession, supply and use of controlled drugs within the premises of the property.
19. Not to leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord or Managing Agent and to ensure that the Property is secure whenever the Property is unoccupied. Landlord may access the property during this period for the purpose of keeping it secured and for immediate access in the event of an emergency.
20. Not to allow other occupiers to live at the property without the written consent of the Landlord which must not be unreasonably withheld or delayed.
21. Not to be a nuisance to the neighbours. No form of noise that is audible outside the Property from 11pm to 9am daily. Not to use the property for any illegal, immoral, disorderly or anti-social purposes.
22. No candles, no incense sticks, no fairy lights, no portable heaters of any kind and no smoking within the property boundary.
23. To do anything reasonably required by the Landlord to enable the Landlord or the Landlord's agent to perform the Landlord's obligations and to comply with any prescribed requirements under the Immigration Act 2014.
24. To provide the Landlord with a forwarding address when the tenancy comes to an end. To remove all rubbish and all personal items from the Property before leaving.
25. An interest of 3% above BOE will be charged if rent is not paid within 14 days of the due date.
26. Charges for replacing lost key(s) during the tenancy period will be paid by the tenant(s) at cost.
27. The deposits are due within two weeks of the tenancy agreement being created. Please refer to our "Student Info" tab on the

homepage of the website for payment instructions.

28. Guarantor forms must be completed within two weeks of the tenancy agreement being created.

29. If the deposits and guarantor forms are not received within the two week deadline Adam Bennett Lettings reserves the right to re-advertise the property.

30. Gas, electric and water rates are included with the rent on a fair usage policy.

31. Keys must be returned no later than 10am on the end date of the tenancy agreement.

4. **IF** the Tenant

1. is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or
2. has broken any of the terms of this Agreement

then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

(**Note:** The Landlord cannot recover possession without an order of the court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent, the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good.)

(**Note:** This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)

5. **THE** Landlord agrees with the Tenant

1. That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
 - (a) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise
 - (b) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
2. To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.
3. To keep the Property and its contents (except the Tenant's personal property, unless otherwise agreed in writing with the Tenant) insured against damage or destruction by fire and other usual risks for the full cost of rebuilding and reinstating the Property unless the policy is rendered void by anything done or not done by the Tenant or a person under the Tenant's control
4. If the Property is damaged to such an extent that the Tenant cannot live in it, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again unless:
 - (a) the cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy relating to the Property has become void; and
 - (b) the Landlord had given the Tenant notice of what the policy required

Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.

5. To keep in repair the structure and exterior of the Property including drains, gutters, and external pipes, and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. This clause does not oblige the Landlord to repair until the Tenant has given notice of the defect and the Tenant is obliged to take proper care of the Property and to do small jobs which a reasonable tenant would do.
 6. To ensure that all appliances in the Property satisfy all applicable safety requirements
6. **IF** this Agreement is signed before the Landlord or the Landlord's agent has fully complied with all relevant prescribed requirements under the immigration Act 2014, the grant in clause 1 above is conditional upon the Landlord or the Landlord's agent being satisfied on reasonable grounds after completion of the prescribed requirements that the grant of rights given by the Agreement would not give rise to a contravention of the provisions Act
7. **WHERE** the context permits
1. "The Landlord" includes the successors to the original landlord
 2. "The Tenant" includes the successors to the original tenant
 3. "The Property" includes any part of the Property

NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:
Example Landlord Address

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above

SIGNED by the above-named

(the Landlord) in the presence of



Example Landlord Name

SIGNED by the above-named

Example Tenant

(the Tenant) in the presence of



Example Tenant

Example Tenant

Example Landlord Name
Example Landlord Address

and

Example Tenant
Example Tenant
Example Tenant

Example Tenant Address
Example Tenant Address
Example Tenant Address

This form must be completed within two weeks of the tenancy agreement being created. In order to complete the form, you will need to first submit your guarantor details by logging onto the website and going to your 'dashboard'. Once the details have been submitted, the form will be sent to you (the tenant), to sign, once you have signed, it will be sent to your guarantor to sign, then to the landlord.

For verification purposes you must also provide us with a copy of your guarantor's ID. The ID must show your guarantor's name and home address (e.g. a drivers licence, recent utility bill, current council tax bill). A scanned copy or picture of the ID should be emailed to Thejakith (TJ), tj@adambennett.co.uk – please note what property the guarantor ID is in relation to when emailing TJ.

Regards, Adam Bennett

Agreement of Guarantee

Start date of agreement2nd July 2024

Between

(1) The Landlord(s)Example Landlord

(2) The Tenant(s)Example Tenant Name
Example Tenant Address

(3) The GuarantorName:
Relationship to the Tenant:
Address:
Phone:
Email:

1. Background

1.1 The Landlord has granted or agreed to grant the Tenant and others to a joint tenancy of the property known as:

The Flat at Masonic Hall , Duncombe Place, York, YO1 7DX

1.2 The Guarantor has agreed to underwrite certain of the Tenant's obligations as set out in this Guarantee

2. Guarantee

2.1 In consideration of the Landlord granting the tenancy to the Tenant and of the Guarantor's natural affection for the Tenant the Guarantor hereby guarantees to the Landlord:

2.1.1 To pay the rent reserved in the tenancy up to a maximum of £XXXXX.XX within 21 days of receipt of a written demand from the Landlord addressed to the Guarantor accompanied by a certificate from the Landlord that either:

- a) the Tenant following demand has not paid the amount being demanded of the Guarantor when it was due under the tenancy agreement; or
- b) the tenancy agreement has been lawfully terminated; and
- i) rent in the amount being demanded would have been due if the tenancy argeement had still been subsisting; and

ii) rent reserved by any new agreement relating to the property is not payable in full by any other person for the period in respect of which rent is being demanded of the Guarantor

2.1.2 to pay to the Landlord within 21 days of demand accompanied by written evidence of the amount claimed a sum equal to 1/X of all losses, damages, costs and expenses of the Landlord arising from any breach of the tenant's covenants in the tenancy agreement.

3. Duration Of Agreement

The Guarantor's obligation shall end (without prejudice to any claim to which the Landlord is entitled under clause 2) upon the first to occur of:

3.1 the date falling 2 months after expiry of the tenacy agreement; or

3.2 the assignment of the tenancy or the assignment of the Tenant's interest in the tenancy; or

3.3 the rent reserved by a new tenancy of the property (granted following lawful termination of the tenancy agreement) has become payable in full; or

3.4 the surrender of the tenancy or the surrender of the Tenant's interests in the tenancy

3.5 the death of the tenant

4. Landlord's Rights Against Tenant Not Affected

The rights and remedies of the Landlord against the Guarantor under this Guarantee do not affect the rights and remedies which the Landlord might have against the Tenant PROVIDED THAT if the Landlord recovers any sums from the Guarantor under this Guarantee and subsequently recovers from the Tenant any sum in respect of the same liability then the sum recovered from the Tenant shall (up to the amount paid by the Guarantor) be paid to the Guarantor within 7 days.

5. Tenant's Promise To Guarantor

In consideration of the Guarantor giving this Guarantee the Tenant undertakes to the Guarantor to re-pay to the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Landlord and which are not reimbursed.

6. Acknowledgement

We certify that information provided on this form and the documents relating to this form are true and correct. We understand that withholding information or giving false information is an offence and will be treated as such.

7. Storage of personal data

I agree to my personal data being stored under the terms of the attached Privacy Policy

Signed by the Landlord

Date:

Signed by the Tenant

Date:

Signed by the Guarantor

Date:

PRIVACY POLICY

Last updated 31/10/2022

Adam Bennett Lettings, the trading name of 611611 Ltd ("us", "we", or "our") operates www.adambennett.co.uk and www.611611.co.uk (the "Sites"). This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site.

We may use your Personal Information for our business operations and communicate to you in relation to the daily management of a property you rent/own. By using the Site, you agree to the collection and use of information in accordance with this policy.

Refund Policy

If you have made a payment in error please contact the office on 01904 611 611 or email sales@adambennett.co.uk. We will process your refund within 14 days of notifying us.

Information Collection and Use

From time to time we will ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information will include, but is not limited to your name and contact details ("Personal Information").

As a company we require certain personal information from registered users for us to perform our role and meet our legal obligations as a property management/letting agent.

We use information held about you in the following ways:

- Ensure that content from our site is presented in the most effective manner for you and your transmission device.
- Communicate with landlords and tenants in relation to our obligations to them and the daily management of properties. Our contact reasons include but are not limited to; property maintenance, rent collection, preparation for starting and ending of tenancy agreements and house viewings
- Disclosure to a tracing agent or debt collector in the event of money being owed
- Provide contact details to trades people who carry out work on a property you own or rent
- Notifying the Deposit Protection Service of any deposit you make that requires protection
- Send promotional email
- Inform the tenants guarantor when the tenant has failed to pay rent.

We may permit access or transmit your data to, but not limited to, the Deposit Protection Scheme, City of York Council, 3rd parties who work on our behalf, the landlord of a property, tenants of your property (relevant to landlords), tenants of the property you occupy (relevant to tenants), debt recovery agencies and tenant referencing agencies.

IMPORTANT - should your contact details change please contact us. We will update your details so we can continue with our obligations.

Log Data

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data").

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this.

Communications

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information if you have consented us to do so

Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

Security

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

Changes to this Privacy Policy

This Privacy Policy is effective as of 19/02/18 and will remain in effect except with respect to any changes in its provisions in the future, which

will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgement of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on the Site.

Withdrawal of Consent

Should you wish to withdraw your consent to our use of your details you can do so by contacting our Data Protection Officer. Please see the section 'Contacting our Data Protection Officer' below for contact details.

Tenants & Landlords

Please note you cannot withdraw consent if you are in an active tenancy agreement as we require your Personal Information to meet our legal and contractual obligations. You can withdraw consent once the tenancy agreement has ended.

Data Retention

We may store your data for up to 7 years after consent has been withdrawn to meet our legal and contractual obligations. After this period your Personal Information will automatically be removed.

Rights of the User

As a registered user of the site you have the following rights:

- a right of access to a copy of the information comprised in their personal data
- a right to object to processing that is likely to cause or is causing damage or distress
- a right to prevent processing for direct marketing
- a right to object to decisions being taken by automated means
- a right in certain circumstances to have inaccurate personal data rectified, blocked, erased or destroyed
- a right to claim compensation for damages caused by a breach of the GDPR regulation

Contacting our Data Protection Officer

If you have any questions about this Privacy Policy, please contact:

Data Protection Officer
57 Walmgate
York
YO1 9TY
e: dpo@adambennett.co.uk
t: 01904 414 444