



ASSURED SHORTHOLD TENANCY AGREEMENT

To be used where the Deposit is registered
with the Tenancy Deposit Scheme (TDS)

Custodial Scheme



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3 Barcombe Road

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GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement produced by Propertymark. It is an important document as it will govern your relationship both with the Landlord of your new property and with the letting or managing Agent for the whole of the time that you are actually in residence. As such you should read the document through carefully and raise any queries with the letting Agent who gave you this Agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish either from your solicitor or other advice agency.

As well as this Agreement, you may be asked to sign the Check-In or Inventory which will list the Landlord's Fixtures and Fittings and the other items which the Landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- 'How to Rent' guide produced by HM Government (England only)
- Energy Performance Certificate (EPC) for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- A copy of the electrical installation inspection report for your property
- Details of the scheme with which your Deposit will be registered, including details as to how you will recover your Deposit on your departure
- A checklist of the key Deposit registration information generally described as 'Prescribed Information' (to be provided within 30 days of paying your Security Deposit)

If any of these documents are missing when you come to sign this Tenancy Agreement, speak with your letting agent as these documents are just as important as the Agreement itself.



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Last updated: 1 May 2020

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CONTENTS

- 3–4 Summary of Agreement and Definitions
- 5–7 Main terms of the Agreement
- 8–14 Tenant’s obligations
- 14 Landlord’s obligations
- 15–17 Mutual obligations
- 17 Permitted Occupiers
- 18 Signature
- 19 Special Terms and Conditions
- ‘How to Rent’ guide (England only)

The deposit scheme’s Prescribed Information and supporting document will be provided to you within 30 days of paying your Security Deposit.





SUMMARY OF AGREEMENT

Landlord(s)	Akta Chauhan
Tenant(s)	Jay John Peter Pusey, Billy Barnby, Callum James Barnett, Cameron Oliver Stowell, Daniel John Kempin
Permitted Occupier(s)	
Guarantor(s)	John Pusey, Kelly Barnby, Sharon Barnett-Lewis, Philip Stowell, Robert Kempin
Premises	3 Barcombe Road, Brighton, BN1 9JP
Rent	£2,542.00 per calendar month
Rent Due Date	8 th day of every calendar month
Deposit	£2,933.00
Deposit Scheme Type	Custodial Scheme
Commencement Date	8 th September 2023
Expiry Date	7 th September 2024 and thereafter from month-to-month.

DEFINITIONS

Act of Parliament

Any reference to any ‘Act of Parliament’ includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

The Agreement

References to ‘Agreement’ or ‘the Agreement’ are to this Tenancy Agreement.

The Check-In Inventory and Schedule of Condition

‘The Check-In Inventory and Schedule of Condition’ or ‘Inventory’ means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord’s Agent or an inventory clerk.

Deposit

‘The Deposit’ means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant’s obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

Fixtures and Fittings

References to the ‘Fixtures and Fittings’ mean any of the Landlord’s contents, including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

Guarantor

Any person(s) who has agreed to meet all of the Tenant’s responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.

Insurable Risks

‘Insurable Risks’ means fire, storm, tempest and such other perils that are included in the Landlord’s insurance policy if affected.

Joint and Several

Where the Tenant is more than one person the Tenant’s covenants are joint and several. The expression ‘Joint and Several’ means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.





Landlord

The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.

The Landlord's Agent/Agent

'The Landlord's Agent' or 'Agent' means Sure Property Solutions Ltd of 31 Upper St James Street, Brighton, BN2 1JN

Permitted Occupier

'Permitted Occupier', if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.

The Premises

References to 'the Premises' include reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space (if applicable)

Relevant Persons

'Relevant Persons' mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor. Relevant Persons will be given details of the scheme with which the Deposit will be registered.

Stakeholder

Where the Deposit is held as 'Stakeholder' no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.

TDS

'TDS' means the Tenancy Deposit Scheme operated by The Dispute Service Ltd as detailed in the Prescribed Information.

The Tenant

'The Tenant' includes anyone to whom the Tenancy has been lawfully transferred.

The Term/the Tenancy

References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.

Water Charges

References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.

The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.

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ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is made on the 8th day of September 2023

Between:

Akta Chauhan of 49 Barrington Drive, Harefield, Uxbridge, Middlesex, UB9 6RJ

'The Landlord'; and

Jay John Peter Pusey of 52 The Avenue, Brighton, BN2 4FA
Billy Barnby of 30 Barcombe Road, Brighton, BN1 9JQ
Callum James Barnett of 1A Hillsort House, Moulsecoomb Way, Brighton, BN2 4QZ
Cameron Oliver Stowell of 1A Hillsort House, Moulsecoomb Way, Brighton, BN2 4QZ
Daniel John Kempin of 30 Barcombe Road, Brighton, BN1 9JQ

'The Tenant'; and

IT IS AGREED AS FOLLOWS:

1. The Landlord lets to the Tenant the residential Premises known as: 3 Barcombe Road, Brighton, BN1 9JP ('the Premises').
2. The Tenancy shall be from and including the 8th September 2023 ('the Commencement Date') to and including the 7th September 2024 and thereafter from month-to-month and until terminated by either party serving a notice on the other in accordance with this Agreement ('the Expiration Date'), 'the Term'.
3. The Tenant shall pay to the Landlord or the Landlord's Agent Sure Property Solutions by way of rent the amount of £2,542.00 per calendar month by Bank Standing Order to: Metro Bank Account number: 26794803 Sort Code: 23-05-80 in the name of Sure Property Solutions Ltd exclusive of Council Tax and exclusive of Water Charges payable in advance on the 8th day of each month during the Term. The first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.
4. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.
5. Where the Tenancy shall include the Landlord's Fixtures and Fittings ('the Fixtures and Fittings') in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ('the Check-In Inventory and Schedule of Condition').
6. In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable.

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7 Deposit

- 7.1** The sum of £2,933.00 shall be paid by Jay John Peter Pusey, Billy Barnby, Callum James Barnett, Cameron Oliver Stowell, Daniel John Kempin ('The Relevant Person') to the Landlord/Agent upon the signing of this Agreement by way of a security Deposit ('the Deposit').
- 7.2** Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined at clause 7.1 above.
- 7.2.1** **Custodial Scheme:** The Deposit will be held by TDS.
Insured Scheme: The Deposit will be held by the Agent as Stakeholder. The Agent is a member of TDS.
- 7.3** The Landlord's Agent will protect the Deposit within 30 days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
- 7.4** **Custodial Scheme:** Any interest earned on the holding of the Deposit will belong to TDS.
Insured Scheme: Any interest earned on the holding of the Deposit will belong to the agent.
- 7.5** The Deposit has been taken for the following purposes:
- 7.5.1** Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.
- 7.5.2** Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.
- 7.5.3** Any damage, or compensation for damage, to the Premises, its Fixtures and Fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 7.5.4** The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.
- 7.5.5** Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.

7.6 Protection of the Deposit:

Tenancy Deposit Scheme
 The Dispute Service Ltd
 West Wing, First Floor,
 The Maylands Building
 200 Maylands Avenue
 Hemel Hempstead
 HP2 7TG

Phone: 0300 037 1001 | 0300 037 1000
 Email: info@tenancydepositscheme.com
 Website: www.tenancydepositscheme.com



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7.7 At the end of the Tenancy:

- 7.7.1** The Landlord/Agent must tell the Tenant within ten working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 7.7.2** If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.7.3** In the event of multiple Tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the TDS to deal with any dispute about the Deposit at the end of the Tenancy.
- 7.7.4** If, after ten working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.7.5 below) be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.
- 7.7.5** The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 7.7.4 above.
- 7.8** If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is protected and will continue to be protected by the TDS.
- 7.9** The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.
- 7.10** Where more than one person is comprised for the time being in the expression 'the Tenant', the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.11** Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- 7.11.1** The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

8 The Tenant agrees with the Landlord as follows:**8.1 Rent**

8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.

8.1.2 **For a tenancy in England:** The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than **14** days after the day on which it became due.

For a tenancy in Wales: The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than **7** days after the day on which it became due.

8.2 Conditions of Premises, repair and cleaning

8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

8.2.2 To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Landlord's Agent.

8.2.3 To make good all damages, breakages, and losses to the Premises and its Fixtures and Fittings and contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).

8.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and fluorescent starter switches as and when necessary.

8.2.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.

8.2.6 To notify the Agent promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.

8.2.7 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.

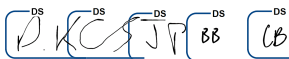
8.2.8 To keep the windows of the Premises clean.

8.2.9 To wash and clean all items that may have become soiled during the Term.

8.2.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.

8.2.11 (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

8.2.12 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

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- 8.2.13 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
- 8.2.14 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
- 8.2.15 To clean and disinfect any and all showerheads in the Premises every six months.

8.3 Access and inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.
- 8.3.2 To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect 'For Sale' or 'To Let' boards at their discretion.
- 8.3.3 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

8.4 Insurance

- 8.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

8.5 Assignment, Novation and Surrender

Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

8.6 Illegal, immoral usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

8.7 Inflammable substances and equipment

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

8.8 Nuisance and noise

Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.