# ASSURED LONG TERM TENANCY AGREEMENT AND CONTRACT

THIS TENANCY AGREEMENT dated this 20th day of March, 2022

## **BETWEEN:**

Peter Hughes 13 Tivoli Terrace Edin Laoghaire, Dublin A96 P6K6 (07537132114)

(the "Landlord")

OF THE FIRST PART
- AND -

Your Name:
Your Address::
Your Occupation:
Your Contact:
Your Move in Date:

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord letting certain premises to the Tenant, the Tenant letting those premises from the Landlord and the mutual benefits and obligations provided in this Agreement, the receipt and sufficiency of which consideration is hereby Acknowledge, the parties to this Agreement agree as follows:

## **BACKGROUND:**

- A. This is an agreement to create an Assured Long Hold Tenancy as defined in Section 19A of the Housing Act 1988 or any successor legislation (the "Act").
- B. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy

# **Let Property**

1. The Landlord agrees to let to the Tenant the House municipally described **5 Peverel Rd Crawley RH11 0TQ** 'Property') for use as residential premises only. The Property is more particularly described as follows: Neither the Property nor any part of the Property will be used at any time during the term

of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

- 1. Subject to the provisions of this Agreement, apart from the Tenant, Friends, Partner and Family, no other persons will live in the Property without the prior written permission of the Landlord.
- 2. Any guests of the Tenants may occupy the Property for longer period with the consent of the Landlord.
- 3. Pets or animals are considered to be kept in or about the Property with the prior written permission of the Landlord. Upon 1month notice, the Landlord may revoke any consent previously given pursuant to this clause.
- 4. Subject to the provisions of this Agreement, the Tenant is entitled to the use of parking (the 'Parking') on or about the Property. Only properly insured motor vehicles may be parked in the Tenant's space.

## **Term**

- 5. The term of the Agreement is a periodic tenancy commencing at 12:00 noon on **20**<sup>th</sup> **day of March, 2022** and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.
- 6. Any notice to terminate this tenancy must comply with the Act.

Notwithstanding that the term of this Agreement commences on the Tenant is entitled to possession of the Property at 12:00 noon on the day of moving in

#### Rent

- 7. Subject to the provisions of this Agreement, the rent for the Property is £1050 per month and deposit payment of £1200. The Tenant will pay rent for the first 1 month and the deposit so as to secure the house after which the Rent will be paid on monthly basis or weekly based on or before every first week of every month of the term of this Agreement to the Landlord.
- 8. 5 Peverel Rd Crawley RH11 0TQ place as the Landlord may later designate.
- 9. The Tenant will be charged an NO amount per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act,

## **Security Deposit**

- 10. On execution of this Agreement, the Tenant will pay the Landlord a security deposit of £1200 (the 'Security Deposit') which will be placed in DPS (Deposit Protection Scheme) and will later be refunded to the Tenant after the expiration of the lease.
- 11. No interest will be received on the deposit.
- 12. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Agreement but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the Act.
- 13. During the Term of this Agreement or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - 1. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - 2. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - 3. unplugging toilets, sinks and drains;
  - 4. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - 5. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - 6. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - 7. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
  - 8. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
  - 9. Any other purpose allowed under this Agreement or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 14. The Tenant may not use the Security Deposit as payment for the Rent.
- 15. The Tenant must give the Landlord 4 weeks' notice, if he or she decides to terminate the rent or lease period. The Landlord must give the Tenant 2months notice, if he or she decides to terminate the rent or lease period.

## **Quiet Enjoyment**

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Agreement, the Tenant will peacefully and quietly have, hold, and

enjoy the Property for the agreed term.

# **Inspections**

17. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

## **Tenant Improvements**

- 18. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - 1. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - 2. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
  - 3. removing or adding walls, or performing any structural alterations;
  - 4. installing a waterbed(s);
  - 5. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - 6. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
  - 7. Affixing to or erecting upon or near the Property any radio or TV antenna or tower.

## **Insurance**

- 19. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.
- 20. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
- 21. The Tenant is not responsible for insuring the Property for either damage or loss to the structure, mechanical or improvements to the building of the Property, and the Tenant assumes no liability for any such loss.

#### **Governing Law**

22. This Agreement will be construed in accordance with and governed by the laws of United Kingdom and the parties submit to the exclusive jurisdiction of the **Crawley** Courts.

## Severability

23. If there is a conflict between any provision of this Agreement and the Act, the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

# **Assignment and Subletting**

24. The Tenant will not assign this Agreement, or sublet or grant any concession or license to use the Property or any part of the Property. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Agreement.

# **Care and Use of Property**

- 25. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
- 26. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
- 27. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 28. The Tenant will not park (or allow to be parked) any caravan, boat or vehicle by the Property, if such parking, in the reasonable opinion of the Landlord, would cause nuisance or annoyance to neighbors or to anyone nearby.
- 29. The Tenant will keep the Property in good repair and condition and in good decorative order.
- 30. The Tenant or anyone living with the Tenant will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.
- 31. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 32. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
- 33. Boots and rubbers which are soiled or wet should be removed at the entrance to the building in which the Property is located and taken into the Tenant's Property.

34. At the expiration of the agreement term, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted.

#### Repairs

- 35. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Act including keeping in repair and proper working order:
  - 1. the structure and exterior of the Property; and
  - 2. The installations for the supply of water, gas and electricity and the installations in the Property for space heating or heating water.

# Gas Safety

36. The Landlord will ensure that all gas appliances, flues and installation in the Property are checked by a professional on an annual basis.

# **Hazardous Materials**

37. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

# **Rules and Regulations**

38. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Property.

## **Privacy Notice**

Your personal information will be held for the purpose of administering and managing the tenancy in compliance with obligations under the General Data Protection Regulation

Your personal information: -

- 1. May be shared with the local authority in connection with taxes and any other associated charges;
- 2. Will be shared with a tenancy deposit administrator in accordance with legislative requirements; and
- 3. May be shared with a third party acting on my behalf (i.e. Tradesperson to effect repairs ) In that case, I will seek assurance that your details are deleted by that party on completion of the purpose

# **General Provisions**

- 39. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Agreement will not operate as a waiver of the Landlord's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 40. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.
- 41. All sums payable by the Tenant to the Landlord pursuant to any provision of this Agreement will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 42. Where there is more than one Tenant executing this Agreement, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.
- 43. The Tenant will professionally steam clean the Tiles at the termination of this Agreement or the Landlord may charge the Tenant or deduct the cost of having the Tiles professionally steam cleaned from the security deposit.

IN WITNESS WHERE OF Peter Hughes AND Have duly affixed their signatures on this day 20th day of March, 2022

| Gungh!                 |          |  |
|------------------------|----------|--|
| Landlord: Peter Hughes |          |  |
|                        |          |  |
|                        |          |  |
|                        | Tenants• |  |

The Tenant acknowledges receiving a duplicate copy of this Agreement signed by the Tenant and the Landlord on  $20^{th}\,day$  of March, 2022