

DATED 14th May, 2018

(1) Torr Home Limited
(2) Mr. Geoffrey & Mrs. Joyce Pickerill

**ASSURED SHORTHOLD TENANCY
AGREEMENT**

relating to

45The Drive
Hartley , Plymouth
PL3 5AL

Ashfords Solicitors
Ashford House
Grenadier Road
Exeter
Devon
EX1 3LH
www.ashfords.co.uk
© Ashfords

WARNING : This is a binding document and should be read carefully to ensure that it contains everything you want and nothing you are not prepared to agree to.

THIS AGREEMENT is made the 14th day of May, 2018

DEFINITIONS	
Word or Phrase	Meaning
the Landlord	Name : Torr Home Limited of Address : Torr Home The Drive Hartley Plymouth PL3 5SY (which shall be the address for service of all notices and proceedings)
the Tenant	Name : Mr. Geoffrey & Mrs Joyce Pickerill, Address : 5 Knights Walk, Harrietsham, Kent. ME17 1PW
the Property	45 The Drive, Hartley Plymouth PL3 5AL
the Inventory	the list of furniture and fittings as annexed to this Agreement. (To be completed on the 14 th May, 2018)
the Term	6 calendar months
the Commencement Date	the 14 th Day of May, 2018.
the Rent	£820 (eight hundred and twenty pounds) per calendar month
the Rent Days	the 14 th day of each month
the Deposit	£ 920 (nine hundred and twenty pounds sterling)
the Services	all gas water electricity and telephone services (including the cost of telephone calls)

In this Agreement (unless the context otherwise requires or admits) words or phrases shall have the above meanings.

WHEREBY IT IS AGREED:-

1. Letting

The Landlord shall let and the Tenant shall take the Property together with the furniture and fittings as set out in the Inventory for the Term at the Rent to be paid on the Rent Days the first of such payments to be made on the date of the signing of this Agreement **TOGETHER WITH** (also on that date) the Deposit to be held by the Landlord in accordance with an authorised tenancy deposit scheme and subject to the provisions of Clause 5.4, 5.5 and 5.6 of this Tenancy.

2. Term

The Tenant acknowledges that this Agreement comprises a tenancy of the Property for the period of the Term. Further the Tenant acknowledges that this Agreement may only be terminated by the Tenant with the consent of the Landlord before the expiration of the Term.

3. Tenant's Agreements

The Tenant agrees to observe, perform and comply with the following provisions throughout the Term and any statutory or contractual continuation of it:-

3.1. Rent

- 3.1.1. to pay the Rent reserved and the Deposit on the Rent Days and if required by the Landlord to set up a direct debit at the Tenant's bank to pay the rent directly to the Landlord's account
- 3.1.2. to pay interest at a rate of eight per cent per annum on any rent not received by the Landlord on the Rent Days and/or upon any sums due and owing to the Landlord by the Tenant such interest being calculated on a daily basis from the date the sum or sums become due until the date payment is received in cleared funds by the Landlord

3.2. Outgoings (including services)

- 3.2.1. to pay all water rates and any future rates imposed on the Property or the Tenant in respect of the Property
- 3.2.2. to pay the Council Tax or any replacement of it assessed on the Property or the Tenant in respect of the Tenant's occupation of the Property and any future taxes that may be assessed or imposed on the Property
- 3.2.3. to pay for the Services which shall be consumed on or supplied to the Property
- 3.2.4. to reinstate at the end of the term any change that is made to the existing telephone connection and not to transfer the telephone number
- 3.2.5. to pay the cost for using any facilities provided by the Landlord
- 3.2.6. to reimburse the Landlord for any liability which the Landlord may incur for the outgoings referred to in this clause upon the Tenant yielding up or upon the Landlord re-taking possession of the Property

3.3. Assignment

- 3.3.1. not to assign charge underlet share or part with possession of the Property or any part of it or any of the furniture and fittings

3.4. Use and maintenance

- 3.4.1. to take reasonable care of the Property and to use the Property furniture and fittings in a tenant-like manner
- 3.4.2. not to remove any of the furniture and fittings from the Property and at the determination of the tenancy to leave them in the same rooms as described in the Inventory
- 3.4.3. to keep the drains gutters pipes and chimneys of the Property clean and free from obstruction
- 3.4.4. to keep the garden clean and tidy and any grass cut and not to lop, cut down or remove or otherwise injure any trees, shrubs or plants in the garden without the prior written consent of the Landlord
- 3.4.5. to pay to the Landlord damages of an amount equal to the reasonable cost of making good any damage caused to the Property which occurs by reason of any breach of this clause to include without prejudice to the generality of the foregoing repairing and/or redecorating the interior of the Property and replacing or repairing all fixtures and furniture damaged broken lost or destroyed in the Property.

3.5. Use as a Private House

to use the Property as and for a single private dwelling house only, not to take in lodgers or paying guests and not to carry on or permit to be carried on at the Property any trade, profession or business whatsoever nor to use the address of the Property for any trade or business documentation.

3.6. Nuisance\Illegality

- 3.6.1. that neither the Tenant nor any person residing in or visiting the Property shall be guilty of conduct or allow to be done in or upon the Property or any part thereof any act or thing which may be or is likely to cause a nuisance damage or annoyance to the Landlord, the Tenant any visitor or occupier of any adjoining Property or in the locality of the Property, and not to possess keep or use on the Property nor permit to be kept or used on the Property any controlled drug as defined by the Misuse of Drugs Act 1971
- 3.6.2. not to use the Property or permit it to be used for any illegal, criminal or immoral purposes or in contravention of any statute, regulation or bye-law
- 3.6.3. that neither the Tenant nor a person residing in the Property has or will commit or has been convicted of an arrestable offence in, or in the locality of, the Property

3.7. Pets

not to keep any animals that could harm the Property or be a nuisance to the Landlord, other residents and/or owners or occupiers of adjoining properties.

3.8. Additions and Alterations

not without the prior written consent of the Landlord to make any alteration in or addition to the Property (including the fixing of any satellite dish or aerial) provided that, at the Landlord's option, any consent given by the Landlord may require the removal/reinstatement of any such addition or alteration upon the Tenant vacating the Property and in the absence of such requirement by the Landlord any alteration in or addition to the Property which is made shall be deemed to be a fixture of the Property and shall be left at the Property at the determination of the tenancy.

3.9. Repairs

- 3.9.1. to notify the Landlord or his agent of any disrepair and/or damage requiring action by the Landlord as soon as reasonably possible
- 3.9.2. not to carry out any repairs (or authorise anyone else to carry out any repairs) without the prior written consent of the Landlord

3.10. Entry and View

to permit the Landlord or any person authorised in writing by the Landlord to enter upon the Property at reasonable hours and on 24 hours notice in writing (except in cases of emergency where no notice is required) :-

- 3.10.1. to examine the Property to ascertain if repairs are necessary and/or
- 3.10.2. to carry out repairs, inspections and certifications of fixtures fittings and installations

3.11. Weather Damage

to take all reasonable steps at all times to prevent damage by weather conditions or otherwise to the central heating system in the Property including but without prejudice to the generality of the foregoing draining the system or leaving it working for any significant period during the winter months in which the Tenant is absent from the Property and the Tenant further agrees to make good at his own expense any damage caused to the Property or its contents which occurs by reason of any breach of this agreement.

3.12. Planning Matters

to notify the Landlord and supply a copy of any notice order or proposal made given or issued to the Tenant by the Planning Authority under or by virtue of any enactment relating to the Planning Act as soon as is reasonably possible and also without delay to take all reasonable or necessary steps to comply with such notice order or proposal.

3.13. Not to jeopardise Insurance

not to do or suffer to be done on the Property any act or thing whereby the all risks property insurance policy may become void or voidable or the premium thereon may be increased.

3.14. Landlord's costs

to pay the Landlord's reasonable costs of:-

- 3.14.1. any application for licence or consent under this Agreement whether or not such consent is actually granted
- 3.14.2. the preparation and/or service of any Notice by the Landlord on the Tenant of any breach of any of the Tenant's agreements contained in this Agreement

3.15. Prospective Tenants

during the last month of the Term to allow prospective tenants purchasers or occupiers of the Property (on presenting an authority signed by or on behalf of the Landlord) and having given reasonable notice to enter and view the Property at reasonable hours.

3.16. Yield Up

to yield up vacant possession of the Property at the expiration or sooner determination of the Tenancy together with the furniture and fittings in the same state and condition as they were in at the beginning of the Term and to pay for the reasonable cost of cleaning

or washing of carpets, curtains, upholstery and loose covers and of the washing of all linen which shall have been soiled and which at the time of termination of the Tenancy may require to be washed or cleaned.

3.17. Tenant's Belongings

3.17.1. that if the Tenant leaves anything at the Property ("the Tenant's Belongings") upon vacating the Property the Landlord shall be entitled to conclude that such items are in the sole ownership of the Tenant. It is the responsibility of the Tenant to remove the Tenant's Belongings by arrangement with the Landlord. Where the Tenant does not contact the Landlord within the period of 7 days following the end of the Agreement to make satisfactory arrangements with the Landlord to remove the Tenant's Belongings and does not complete the removal within the said 7 day period, (or such extended period as may be agreed between the Landlord and Tenant), then the Landlord may as the agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act as such) sell the Tenant's Belongings at a time or times and upon such terms as the Landlord sees fit without consultation with the Tenant and the Landlord shall hold the net proceeds of sale (calculated as the gross proceeds of sale less all reasonable costs and expenses of removal, storage, advertising, sale and Tracing Costs (as defined below) incurred by the Landlord) as follows:

- 3.17.1.1. if the address of the Tenant is known by the Landlord then in accordance with the provisions of sub-clause 3.17.2 below or
- 3.17.1.2. if the address of the Tenant is not known by the Landlord then in accordance with the provisions of sub-clause 3.17.3 below

3.17.2. If the address of the Tenant is known by the Landlord then if the Landlord shall receive from the Tenant a written claim for the net proceeds of sale within 6 months following the end of the Agreement then the net proceeds of sale (exclusive of any interest (if any) accrued thereon which shall be deemed to be the property of the Landlord) shall be remitted to the Tenant by way of a cheque sent to that address in full settlement of all claims of the Tenant in respect of the Tenant's Belongings.

3.17.3. If the address of the Tenant is not known by the Landlord then:

- 3.17.3.1. after reasonable steps have been taken by the Landlord to trace the Tenant (the costs of which ('the Tracing Costs') shall be the responsibility of the Tenant and may be deducted from the proceeds of sale); and
- 3.17.3.2. the Landlord does not receive from the Tenant a written claim for the net proceeds of sale within 6 months following the end of the Agreement

it is agreed by the parties hereto that ownership of the net proceeds of sale (together with any interest accrued thereon (if any) shall be deemed to pass to the Landlord absolutely free from any claim from the Tenant

3.18. Inventory

to check the Inventory of the Property as provided by the Landlord at the commencement of the tenancy and as soon as reasonably possible to return the Inventory to the Landlord having first attached to it (if applicable) any additions, deletions or amendments as the Tenant considers appropriate. Should no such annotated copy of the Inventory have been received from the Tenant within the specified time, the original Inventory as held by the Landlord shall be deemed to be a true and accurate record of the condition of the Property and its contents. The Tenant further agrees to attend (or appoint a competent person to represent him) at the Property at the termination of the Tenancy for the purpose of checking the Inventory and agreeing any dilapidation that may have accrued by reason of any breach of clause 3.

4. Provisos

4.1. Termination by Landlord during fixed term and any continuation of the tenancy

- 4.1.1. The tenancy may be brought to an end by the Landlord before the fixed term has expired (and during any continuation of the tenancy) on any of the grounds set out in clause 4.1.2 by the Landlord obtaining an order for possession from the court (unless the Tenancy shall cease to be governed by the Housing Act 1988 (as amended by the Housing Act 1996) or any replacement of it).
- 4.1.2. The Tenancy may be brought to an end in accordance with this clause on any of the following grounds of Schedule 2 of the Housing Act 1988 :-
 - 4.1.2.1. where a mortgagee requires possession for the purpose of disposing of the Property with vacant possession in exercise of a power of sale (Ground 2)
 - 4.1.2.2. where the Landlord intends to demolish or reconstruct the whole or, a substantial part of the dwelling house or to carry out substantial works (Ground 6)
 - 4.1.2.3. where the Tenant is in arrears of rent (Ground 8)
 - 4.1.2.4. where suitable alternative accommodation is available or will be available for the Tenant (Ground 9)
 - 4.1.2.5. where some rent lawfully due from the Tenant remains unpaid (Ground 10)
 - 4.1.2.6. where the Tenant has persistently failed to pay rent (Ground 11)
 - 4.1.2.7. where any obligation of the tenancy has been broken or not performed (Ground 12)
 - 4.1.2.8. where the Tenant or any other person residing in the Property has caused deterioration of the Property or any common parts (Ground 13)
 - 4.1.2.9. where the Tenant or any other person residing in or visiting the Property is guilty of conduct causing or likely to cause nuisance or annoyance to any person or is convicted of using the Property for an immoral or illegal user (Ground 14)
 - 4.1.2.10. where the Tenant or any other person residing in the Property allows deterioration in the condition of the furniture (Ground 15)
- 4.1.3. Any termination of the tenancy under this clause shall be without prejudice to any other rights and remedies of the Landlord.

4.2. Termination by Landlord after fixed term has expired

- 4.2.1. The Tenancy may be brought to an end by the Landlord on the last day of the fixed term but not before this date (and during any continuation of the Tenancy) by the Landlord following the procedure set out in clause 4.2.2
- 4.2.2. The Landlord may re-enter the Property and the Tenancy created shall determine upon the following :-
 - 4.2.2.1. the Landlord or his agent serving not less than 2 months' notice in writing stating that the Landlord requires possession of the Property and/or
 - 4.2.2.2. the Tenant vacating the Property at the end of the notice period or in default the Landlord obtaining an order for possession from the court

- 4.2.3. A notice under clause 4.2.2.1 may be given before the day on which the fixed term of the Tenancy comes to an end but must not expire earlier than the last day of the fixed term
- 4.2.4. Any termination of the Tenancy under this clause shall be without prejudice to the other rights and remedies of the Landlord

4.3. Cesser

- 4.3.1 If the Property shall be burnt down or rendered uninhabitable by any of the insured risks the rent shall from that time cease to be payable until the Property is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Arbitration Act 1996.
- 4.3.2 Should the Landlord in his absolute discretion consider that the Property should not be reinstated within a 4 week period the landlord shall be entitled to terminate this tenancy immediately by notice in writing being given to the tenant

5. Landlord's Agreements

The Landlord agrees:-

5.1. Quiet Enjoyment

that the Tenant paying the rent and observing and performing all the obligations of the Tenant under this Agreement shall quietly possess and enjoy the Property without any lawful interruption by the Landlord or any third party claiming under or through the Landlord.

5.2. Insurance

to keep the Property insured against all risks

5.3. Facilities

in its absolute discretion to provide services as per attached schedule.

5.4. Deposit

- 5.4.1 to hold the Deposit in accordance with an authorised tenancy deposit scheme and to comply with the requirements of that scheme
- 5.4.2 to provide the Tenant with information about the holding of the Deposit under the scheme

5.5. Repair Structure

to keep the exterior (including drains, external pipes and gutters) and structure of the Property in good and tenantable repair and condition

PROVIDED NEVERTHELESS that the Landlord shall not be required:-

- 5.5.1. to carry out any works or repairs which are necessary by reason of any breach of clause 3
- 5.5.2. to rebuild or reinstate the Property in case of destruction or damage by fire or by tempest flood or other inevitable accident or
- 5.5.3. to keep in repair or maintain anything which the Tenant is entitled to remove from the Property

AND PROVIDED FURTHER that in determining the standard of repair required of the Landlord regard shall be had to the age character and prospective life of the Property and the locality in which it is situated

5.6. Refund of Deposit

- 5.6.1. to return to the Tenant the Deposit paid by the Tenant in accordance with the scheme or to agree with the Tenant the amount, if any, to be deducted from the Deposit which shall include:
 - 5.6.1.1. any sum reasonably expended by the Landlord in remedying any breach of the Tenant's agreements under this Agreement
 - 5.6.1.2. rent owed to the Landlord (including rent in advance which has fallen due)
 - 5.6.1.3. monies owing or due under this Agreement
 - 5.6.1.4. any outstanding gas, electricity, water, telephone rental or other charges connected with the Property for which the Tenant is properly liable

5.7. Dispute Resolution

- 5.7.1. In the event that the Landlord and Tenant cannot agree on the apportionment of the Deposit they are to refer the dispute to the appropriate Alternative Dispute Resolution Scheme

6. It is further agreed:

6.1. Holdover

Without prejudice to the rights of the Landlord generally it is hereby agreed that if the Tenant holds over beyond the Term then this agreement may only be determined by the Tenant upon the Tenant serving on the Landlord at least one months notice in writing of the Tenant's intention to vacate such Notice to be effective on the last day of a period of the continuation tenancy.

6.2. Notices

All notices which are required or which may be served under the provisions of this Agreement shall be in writing and shall be deemed sufficiently served if delivered by hand or mailed by registered or recorded first class mail to the Landlord at his address and to the Tenant at the Property.

6.3. Mortgagees

If the Property is subject to a mortgage granted before the beginning of the tenancy the provisions for recovery of possession by a mortgagee in Ground 2 of Schedule 2 and Section 7(6) of the Housing Act 1988 apply accordingly. If the Landlord's mortgagee is or becomes entitled to exercise its power of sale then the Landlord's mortgagee shall be entitled to forfeit this Agreement and gain vacant possession of the Property under any of the Grounds comprised in Schedule 2 of the Housing Act 1988.

7. Interpretation

7.1. In this Agreement where the context requires:-

- 7.1.1. words importing the singular include the plural and vice versa and
- 7.1.2. words importing the masculine include the feminine and neuter and
- 7.1.3. If at any time during the Term the Landlord or the Tenant consists of more than one person, their obligations and covenants are enforceable against all of them jointly and against each of them individually

7.2. References to any Act of Parliament include references to any modification or re-enactment thereof for the time being in force and any order instrument regulation or by-law made or issued hereunder

AS WITNESS the hands of the parties hereto the day and year first before written

Signed by the said Mr D H Davies,
CEO Torr Home
in the presence of:-

) 

Signature of Witness.....

Name of Witness ...Mr John Tizzard.....

Address ...31 Highwood Park,.....

...Dobwalls, Cornwall, PL14 6LJ.

Occupation... Accounts Controller.....

Signed by the said
in the presence of:-

) ✕
)

Signature of Witness.....

Name of Witness

Address

.....
Occupation

Torr Home
The Drive
Hartley
Plymouth
Devon
PL3 5SY

Invoice

Page 1

Geoffrey & Joyce Pickerill
5 Knights Walk
Harrietsham
Kent
ME17 1PW

Invoice No.	18288
Invoice/Tax Date	19/04/2018
Cust. Order No.	
Account No.	PICKERIL

Details	Net Amount
1.00 First Month's rental for 45 The Drive	820.00
1.00 Deposit for 45 The Drive	920.00

Details for Phone or Internet Banking:

Bank: Lloyds TSB
Account Name: Torr Home
Sort Code: 30-12-74
Account Number: 02937694
Reference to Quote: PICKERIL
For International Only Payments:
IBAN: GB10 LOYD 3012 7402 9376 94
Swift/BIC: LOYDGB21337

Invoice Total	1,740.00
Deposit Received	0.00
Amount Payable	1,740.00