

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

**THIS AGREEMENT** dated this 2nd day of February, 2021

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**BETWEEN:**

Jason Anthony Sweeney

Hannah Lisa Brown

(individually and collectively the "Landlord")

OF THE FIRST PART

**AND**

Vipul Goel

Ankita Aggarwal

(individually and collectively the "Tenant")

OF THE SECOND PART

(individually the "Party" and collectively the "Parties")

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

**BACKGROUND:**

1. This is an agreement to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 or any successor legislation as supplemented or amended from time to time and any other applicable and relevant laws and regulations.
  2. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy.
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**LET PROPERTY**

1. The Landlord agrees to let to the Tenant, and the Tenant agrees to take a tenancy of the house, known as and forming 48, Jade Gardens, Colchester, CO4 5FG (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Agreement, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenant may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No pets or animals are allowed to be kept in or about the Property.

5. Subject to the provisions of this Agreement, the Tenant is entitled to the use of parking on or about the Property.
6. The Tenant and members of Tenant's household will not smoke anywhere on the Property nor permit any guests or visitors to smoke on the Property.

## **TERM**

7. The term of the tenancy commences on 5 March 2021 and ends on 4 March 2022 (the "Term").
8. Should neither party have brought the Tenancy to an end at or before the expiry of the Term, then a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Agreement but will be terminable upon the Landlord giving the Tenant the notice required under the applicable legislation of England (the "Act").

## **RENT**

9. Subject to the provisions of this Agreement, the rent for the Property is £1,100.00 per month (the "Rent").
10. The Tenant will pay the Rent in advance, on or before the Fifth of each and every month of the Term to the Landlord by standing order.
11. The Landlord may charge the Tenant an additional amount for each day that a payment of Rent is late, which will not be charged until the expiry of the applicable grace period under the Act and will not exceed the maximum permitted under the Act.

## **SECURITY DEPOSIT**

12. On execution of this Agreement, the Tenant will pay the Landlord a security deposit of £1,100.00 (the "Security Deposit").
13. No interest will be received on the Security Deposit.
14. 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 fair wear and tear nor for any deduction prohibited by the Act.
15. During the Term or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;

- f. any other repairs or cleaning due to any damage beyond fair wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. 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
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Agreement or the tenancy deposit scheme in the Housing Act 2004 as supplemented or amended from time to time.

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.

16. The Tenant may not use the Security Deposit as payment for the Rent without prejudice to the right of the Landlord to retain the Security Deposit, or any part of it, at the end of the Term in respect of any sum of rent which is in arrears at the end of the Term.
17. Within the lesser of 30 days and any time period required by the Act after the termination of this tenancy, the Landlord will deliver or post the Security Deposit less any proper deductions or with further demand for payment to: \_\_\_\_\_  
Any refund may be paid to any of the Tenants, or at such other place as the Tenant may advise.

## ACCESS

18. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
19. At all reasonable times during the Term and any renewal of this Agreement, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

## TENANT IMPROVEMENTS

20. The Tenant may NOT make improvements to the Property.

## UTILITIES AND OTHER CHARGES

21. The Tenant is responsible for the payment of all utilities in relation to the Property.

## INSURANCE

22. 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.

## ABSENCES

23. The Tenant will inform the Landlord if the Tenant is to be absent from the Property for any reason for a

period of more than twenty-eight (28) days. The Tenant agrees to take such measures to secure the Property prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.

24. If the Tenant no longer occupies the Property as its only principal home (whether or not the Tenant intends to return) the Landlord may, at its option, end the tenancy by serving a Notice to Quit that complies with the Act.
25. If the Tenant has abandoned the Property and the Landlord is unsure whether the Tenant intends to return, the Landlord is entitled to apply for a court order for possession.
26. If the Tenant has abandoned or surrendered the Property and the Landlord feels that the Property is in an insecure or urgent condition, or that electrical or gas appliances could cause damage or danger to the Property then the Landlord may enter the Property to carry out urgent repairs. If the locks have been changed for such urgent security reasons, the Landlord must attempt to provide notice to the Tenant of the change in locks and how they can get a new key.
27. If there is implied or actual surrender of the Property by the Tenant, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, let the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such letting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realised by the Landlord by means of the letting. Implied surrender will be deemed if the Tenant has left the keys behind or where the Tenant has ceased to occupy the Property and clearly does not intend to return.
28. If the Tenant has abandoned or surrendered the Property and the Tenant has left some belongings on the Property, the Landlord will store the Tenant's possessions with reasonable care for a reasonable period of time taking into consideration the value of the items and cost to store them. Once the cost of storage is greater than the value of the items, such items may be disposed of by the Landlord.

## **GOVERNING LAW**

29. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

## **SEVERABILITY**

30. 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.
31. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Such other provisions remain in full force and effect.

## **AMENDMENT OF AGREEMENT**

32. This Agreement may only be amended or modified by a written document executed by the Parties.

## **ASSIGNMENT AND SUBLETTING**

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

## **DAMAGE TO PROPERTY**

- 34.** If the Property should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Agreement by giving appropriate notice.

## **MAINTENANCE**

- 35.** The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Agreement.
- 36.** Major maintenance and repair of the Property not due to the Tenant's misuse, waste or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
- 37.** Where the Property has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilise, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs on the Property.

## **CARE AND USE OF PROPERTY**

- 38.** 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.
- 39.** 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.
- 40.** 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 neighbours or to anyone nearby.
- 41.** The Tenant will keep the Property in good repair and condition and in good decorative order.
- 42.** 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.
- 43.** The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 44.** If the Tenant is absent from the Property and the Property is unoccupied for a period of twenty-eight (28) consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.
- 45.** At the expiration of the 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, with reasonable wear and tear and reasonable damages by the elements excepted.

## RULES AND REGULATIONS

**46.** The Tenant agrees to obey all reasonable rules and regulations implemented by the Landlord from time to time regarding the use and care of the Property and of the building, which will include any car park and common parts or facilities provided for the use of the Tenant and other neighbouring proprietors.

## TERMINATION OF TENANCY

**47.** The Landlord may terminate the tenancy by service on the Tenant of a notice pursuant to any ground provided under the Act. The Landlord may serve such notice either:

- a. to terminate the tenancy at its end date (e.g. a Section 21 notice to quit),
- b. to terminate the tenancy where the Tenant has broken or not performed any of his obligations under this Agreement (e.g. a Section 8 notice of seeking possession), or
- c. to terminate the tenancy for any other ground provided in the Act (e.g. landlord is seeking to live on the property again).

## ADDRESS FOR NOTICE

**48.** For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

- a. Name: Vipul Goel and Ankita Aggarwal.
- b. Phone: 07305 364037.
- c. Email: vipulgoel.123@gmail.com.

**49.** For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. Name: Jason Anthony Sweeney and Hannah Lisa Brown.
- b. Address: 48, Jade Gardens, Colchester CO4 5FG.

The contact information for the Landlord is:

- a. Phone: 07950 175731.

**50.** The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Agreement.

## OPTION TO PURCHASE

**51.** Provided the Tenant is not currently in default in the performance of any term of this Agreement, the Tenant will have the option to purchase (the "Option") the Property for £322,500.00 (the "Purchase Price").

**52.** This Option may only be exercised at any time prior to its expiration at midnight on 5 March 2021.

Upon expiration of the Option, the Landlord will be released from all obligations to sell the Property to the Tenant. If the Tenant does not exercise the Option prior to its expiration, all rents and other charges paid under this Agreement will be retained by the Landlord, and neither Party will have any further rights or claims against each other concerning the Option.

53. The Option will be exercised by posting or delivering written notice to the Landlord prior to the expiration of this Option. Notice, if posted will be by first class, postage prepaid, to the Landlord at 48, Jade Gardens, Colchester CO4 5FG and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is posted.
54. The Tenant may not assign any rights under this Option separately from all of the Tenant's other rights under this Agreement. No assignment may be made without the Landlord's prior written consent.
55. The Landlord warrants to the Tenant that the Landlord is the legal owner of the Property and has the legal right to sell the Property under the terms and conditions of this Agreement.
56. If the Option is exercised, the following provisions will be applicable:
  - a. The Tenant will take title to the Property subject to any:
    - i. real estate taxes not yet due at the time of closing; and
    - ii. covenants, conditions, restrictions, reservations, rights, rights of way and easements then on record, if any.
  - b. Unless otherwise extended by other terms of this Agreement, closing will be held within the latter of 60 days from the exercise of the Option or removal of any exceptions to the title by the Landlord.
  - c. Rents, real estate taxes and other expenses of the Property will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Tenant.
  - d. The Parties acknowledge that the availability of financing and purchase costs cannot be ascertained with certainty. The Parties agree that these items will not be conditions of performance of this Agreement and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Agreement.
  - e. No later than 15 days from the exercise of the Option to purchase, the Landlord will provide the Tenant the following documents (the "Seller Disclosure"):
    - i. a property condition disclosure, signed and dated by the Landlord;
    - ii. a commitment for the policy of title insurance; and
    - iii. written notice of any claims and/or conditions known to the Landlord relating to environmental problems or building or zoning code violations.
  - f. The Tenant has 15 days from the date of receipt of the Seller Disclosure to examine the title to the Property and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 15 days. If the Tenant objects to any exceptions to the title, the Landlord will use all due diligence to remove such exceptions at the Landlord's own expense within 60 days. But if such

exceptions cannot be removed within the 60 days allowed, all rights and obligations under this Option may, at the election of the Tenant, terminate and end unless the Tenant elects to purchase the Property subject to such exceptions.

- g.** Upon the completion of the Closing, all rights and obligations under the Agreement (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Agreement.

## **GENERAL PROVISIONS**

- 57.** 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 by the Tenant of its obligations in this Agreement and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 58.** This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assignees, as the case may be, of each Party to this Agreement. All covenants are to be construed as conditions of this Agreement.
- 59.** 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.
- 60.** 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.
- 61.** Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
- 62.** If the Tenant moves out prior to the natural expiration of this Agreement, a relet levy of £500.00 will be charged to the Tenant.
- 63.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 64.** This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 65.** Time is of the essence in this Agreement.
- 66.** This Agreement will constitute the entire agreement between the Parties.
- 67.** During the last 30 days of this Agreement, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'To Let' or 'Vacancy' signs on the Property and the Tenant agrees to allow the Landlord or its agents reasonable access to the Property at reasonable times for the purpose of displaying such signs upon the Property.

**IN WITNESS WHEREOF** Jason Anthony Sweeney, Hannah Lisa Brown, Vipul Goel and Ankita Aggarwal have duly affixed their signatures on this 2nd day of February, 2021.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Jason Anthony Sweeney

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Hannah Lisa Brown

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Vipul Goel

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Ankita Aggarwal

\_\_\_\_\_  
Address

The Tenants acknowledge receiving a duplicate copy of this Agreement signed by the Tenants and the Landlord on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Vipul Goel

\_\_\_\_\_  
Ankita Aggarwal