

(Agreement_8)

Question 1: Could Children under 18 live at the property?

Answer : The Landlord agrees that, in addition to the Tenant, the following person(s) (who for the avoidance of doubt are not tenant(s)) may live at the Property:

- (a) the Tenant's children or other dependants who are under 18 years of age at the start of the Tenancy.

Question 2: Could I allow unnamed tenants in this agreement to live at the property?

Answer : The Tenant must not allow any other adults to live at the property without the written consent of the Landlord, which must not be unreasonably withheld or delayed.

Question 3: Am I liable if any visitor causes a damage to the property?

Answer : Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant's Household or visitor to do or not to do the same thing.

Question 4: Could I continue living in the property after the expiry date without signing a new agreement?

Answer : If the Tenant continues to live in the Property after the expiry of the fixed term and no further tenancy has been entered into by the parties, then from the expiry of the fixed term the Tenant shall occupy the Property under a statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988.

Question 5: What does a statutory periodic tenancy mean?

Answer : A statutory periodic tenancy is a tenancy which runs from month to month or week to week (depending on how often the rent is paid).

Question 6: Should I be informed if the landlord wants me to leave the Property at the end of the fixed term?

Answer : If the Landlord wants the Tenant to leave the Property at the end of the Tenancy, the Landlord must:

(a) give the Tenant the correct amount of notice in writing before the end of the fixed term in accordance with section 21 of the Housing Act 1988 (this is known as a “section 21 notice”); or

(b) seek possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988 (if any of those grounds apply).

Question 7: What are options of The Rent if this Tenancy is of two or more years?

Answer : OPTION 1: Rent fixed for the whole of the fixed term.

OPTION 2: Option for landlord to increase the rent annually up to an agreed percentage

OPTION 3: Option for landlord to increase the rent annually by reference to the Consumer Prices Index

Question 8: If we agreed OPTION2 of the Rent in this agreement, Will the incensement apply without any further action?

Answer : The requirements are that the Landlord must serve a rent review notice on the Tenant not less than 28 days but not more than

90 days before the relevant review date specifying:

- (a) the percentage by which the rent will increase on the relevant review date; and
- (b) the new rent payable from the relevant review date.

Question 9: What does “review date” mean?

Answer : “review date” means the first anniversary of the start of the Tenancy and each anniversary of that date.

Question 10: What will happen if the landlord did not send me a rent review notice?

Answer : If the Landlord fails to comply with the requirements specified in clause B6.4 the rent will not change until the next review date.

Question 11: Are there any charges for late payments of rent?

Answer : Interest of 3% above the Bank of England’s base rate will be payable on any rent which is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid.

Question 12: How many days do I have to check the inventory?

Answer : Unless the Landlord receives written comments on or amendments to the inventory and/or report of condition within 14 days of the start of the Tenancy, the Tenant shall be taken as accepting the inventory and report of condition as a full and accurate record of the condition of the Property and its contents.

Question 13: Why is an inventory prepared?

Answer : There is no legal requirement to prepare an inventory or report on the condition of the property, however, this is standard practice and will make things easier if there is a dispute about the deposit at the end of the tenancy.

Question 14: How much maximum is the Deposit?

Answer : The Tenant Fees Act 2019, which came into force on 1 June 2019, caps the refundable tenancy deposit charged by landlords and letting agents at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above.

Question 15: If I redecorated the Property without the landlord consent, what will happen?

Answer : The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:

(g) where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord's prior written consent (see clause C4.2), to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.

Question 16: Could I use the Property to run a business?

Answer : The Tenant must not use the Property for the purposes of a business, trade or profession except with the prior written consent of the landlord which must not be unreasonably withheld or delayed.

Question 17: Could the landlord refuse to give me consent to run a business at the Property?

Answer : it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would:

- (a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
- (b) cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.

Question 18: If I wish to leave the Property in a vacation for 30 days, what should I do?

Answer : The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.

Question 19: If the Property is unoccupied for some period of time for any reason, could the landlord enter the Property while I am away?

Answer : The Tenant agrees that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.

Question 20: Could I assign the Tenancy?

Answer : The Tenant must not assign (i.e. transfer to another person) the Tenancy, either in whole or in part without the consent of

the Landlord in writing. Such consent must not be unreasonably withheld.

Question 21: Could I sublet the whole Property?

Answer : The Tenant must not sublet the whole of the Property for the entire duration of the Tenancy.

The Tenant must not sublet the whole of the Property for any period which is less than the entire duration of the Tenancy without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

Question 22: Could I sublet part of the Property?

Answer : The Tenant can request to sublet part of the Property for either the whole or part of the duration of the Tenancy. The Tenant must not sublet any part of the Property without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

Question 23: Could I leave some of my furniture in the Property and collect it after the Tenancy end date?

Answer : The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any Member of the Tenant's Household or visitor and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for one month (other than any perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for

the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

Question 24: What are the risks does the landlord insure the Property against?

Answer : The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

Question 25: Are my belongings covered by insurance?

Answer : The Tenant is responsible for arranging insurance of the Tenant's own belongings.

Question 26: Could I keep pets at the Property?

Answer : A Tenant must seek the prior written consent of the Landlord should they wish to keep pets or other animals at the Property.

Question 27: Will I be charged to get the consent to keep pets at the Property?

Answer : A Landlord is prohibited from charging a fee to a Tenant who wishes to keep pets or other animals at the Property. Permission may be given on the condition that the Tenant pays an additional reasonable amount towards the deposit, but the deposit must not breach the deposit cap requirements under the Tenant Fees Act 2019 (see section B10)..

Question 28: What are the landlord' reasons for possession during the fixed term?

Answer : Ground 2 (mortgagee (lender) entitled to possession);
Ground 8 (at least 8 weeks' or two months' rent arrears);
Ground 10 (some rent overdue);
Ground 11 (tenant persistently late in paying rent);
Ground 12 (breach of any term(s) of tenancy agreement);
Ground 13 (condition of property or common parts has deteriorated due to acts etc. of tenant or other occupant);
Ground 14 (the tenant or other person residing in or visiting the property is guilty of nuisance / annoyance in the locality or convicted of a criminal offence in relation to the property or committed in the locality);
Ground 15 (condition of furniture provided under the tenancy agreement has deteriorated due to ill-treatment by tenant or other occupant); and
Ground 17 (landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant or a person acting on the tenant's behalf).

Question 29: Could I terminate this Tenancy before the Tenancy end date?

Answer : Subject to clause F2.2, the Tenant may end this Tenancy before the Tenancy end date specified in clause B4.1 by giving the Landlord at least 3 months' notice in writing.

The Tenant cannot give notice under clause F2.1 within the first 3 months of the Tenancy.

Question 30: If the landlord decided to sell the Property, could he end this tenancy?

Answer : Where the Landlord intends to sell the Property, the Landlord may end this Tenancy before the Tenancy end date specified in clause B4.1 by following these steps:

Step 1: Landlord gives written notice to the Tenant stating his intention to market the Property for sale, but no such notice may be given to the Tenant within the first 2 months of the Tenancy.

Step 2: Not more than 4 months after service of the notice required under Step 1, Landlord gives a break notice to the Tenant which:

- (a) specifies the date on which the Tenancy will end which must be at least 2 months from the date of service of the break notice and at least 4 months after the date on which written notice was given under Step 1; and
- (b) is accompanied by evidence showing that the Property is genuinely on the market for sale.