

ASSURED SHORTHOLD TENANCY

19, Nugent Street, Leicester, Leicestershire, LE3 5HH

Important Notes for Tenants

- **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
- **Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.**
- **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation excluded from the provisions of the Housing Act 1988 as amended by the 1996 Act. The type of tenancy created will depend on the intents of the parties and the surrounding circumstances. This could be used for company lettings, resident landlords or tenancies with an annual rent exceeding £100,000..
2. This is a legal document and should not be used without adequate knowledge of the law of landlord and tenant. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
3. This form should not be used for granting tenancies to existing tenants holding tenancies under the Rent Act 1977 or Housing Act 1980 (regulated tenancies), or other tenancies which were granted before 15th January 1989.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. The Protection from Eviction Act 1977 excludes tenancies where there is a resident landlord or where the landlord has rights to repossess the property under immigration legislation and in these situations the landlord is not required to obtain a court order to gain possession.
7. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
8. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
9. Where the tenancy becomes a periodic tenancy at the end of the fixed term period either party must give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The notice period must end on the first or last day of a period of the tenancy in accordance with the common law rules and the Landlord's notice must be in a prescribed form

Date:	1st March 2020
Landlord(s)	Dr Majid Suida
Landlord(s) Address	50, Woodgate Leicester Leicestershire LE3 5GF
Landlord's Agent and Address	Rent My Home 61 Abbey Street, Leicester, LE1 3TE

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s)	Mr Marius Cautis & Mrs Alina-Andreea Cautis
Tenant(s) Email (see clause 12.2)	marius.cautis@gmail.com linabulina@yahoo.com
Property	The dwelling known as 19, Nugent Street, Leicester, Leicestershire, LE3 5HH
Maximum Number of Permitted Occupiers	see clause 4.1
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory
Term	For the term of 1 Year commencing on 1st March 2021 to 28th February 2022
Rent	£650.00 (six hundred and fifty pounds) Monthly
	Payable by standing order (other payment methods may be mutually agreed in writing)
Payment	in advance in cleared funds by equal Monthly payments on the 1st of each month by standing order.
Deposit	A deposit of £625.00 is held with the DPS.

Note: The statutory deposit scheme set out under the provisions of the Housing Act 2004 does not apply to this tenancy.

The Agent/Landlord is a Member of the Deposit Protection Service. Deductions may be made from the Deposit according to the terms of this Agreement.

Member The Member refers to either the Agent or Landlord, whoever is registered with Deposit Service for the purposes of holding the Deposit

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.1 Deposit. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation

2.2 Inventory. The Tenant confirms they have received a copy of the inventory. If the Tenant disputes to anything and wishes to add any information to the Inventory, they may do so within 7 days of signing the contract. If the Tenant fails to do this and return the Inventory within that time, it will be deemed that there are no additional damages, but what was found as a fault by the agents.

The Tenant agrees with the Landlord (clauses 3 to 7)

3. Rent & Charges

(3.1) Tenants must pay the Rent on the due date every month and in the manner specified to the Landlord's Agent. If the Tenant fails to pay rent or any other sum payable to the Landlord under this Tenancy Agreement, the tenant will incur a late payment fee charge of £5.00 a day, which can be claimed against the deposit if the tenant fails to make payment.

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, broadband and telephone (if any) relating to the Property, where they are incurred during the period of the Agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, there will be a penalty may be made in addition to the costs of any remedial work, in order to compensate the Landlord or his Agent for his reasonable expenses

(3.4) The tenant cannot withhold the rent under any circumstances. If the tenant withholds the rent, late payment fee charges will apply.

(3.5) Once the property is vacated, the tenant must ensure that the property is left as found at the commencement of the tenancy, fair wear and tear is expected.

4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property other than the individual(s) named on this tenancy.

(4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises.

(4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord. If the tenant is found to be accommodating pets at the property without Landlord's consent this can result in the tenant being served a Notice to vacate the property on an immediate basis.

(4.6) Not to create any excessive noise clearly audible from outside of the Property, in particular between the hours of 11:00pm and 7:00am.

(4.7) Not to use the Property for any illegal or immoral purposes.

(4.8) Not to smoke inside the property or allow guests to do so, nor to burn candles or any naked flame in the property.

(4.9) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.

(4.10) To keep the property in a good state of repair including all fixtures and fittings (reasonable wear and tear and damage by accidental fire accepted).

5. Repairs

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused.

(5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other

contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hour written notice by either letter, text message, email; (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair.

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges, rockeries and ponds in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants.

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his Agent to be met by the Tenant

(5.8) To notify the Landlord or his Agent subsequently of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Failure to do so, will result in the tenant being liable for the full cost of damages and repair.

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent frost damage at the property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

1. that the ventilators provided for this purpose in the Property should not be blocked
2. that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths. If such blockages are caused during the tenancy the tenant is liable to cover the cost for unblocking them.

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

(5.15) The Tenant agrees to replace any light fixtures that have gone out and leave everything in working order upon leaving the property.

(5.16) Remove all rubbish and furniture not belonging to the Landlord or the Property, or pay the Landlord the reasonable expenses for removal & disposal of property or furniture.

(5.17) Ensure the final meter readings are supplied to all relevant utility companies and a copy of the final readings is supplied to the Landlord within five working days of expiry of the Tenancy.

(5.18) Ensure that all utility services are live at the time the Tenant leaves the Property and the utility providers to the Property have not disconnected and supplies or installed prepayment / debt meters. Where the tenant allows, either by default of payment or specific instructions, the utility or other services to be cut off, whether during or at the end of the Tenancy, the Tenant is to pay or be liable to pay, the costs associated with reconnecting or resuming those services. The tenant is also has to ensure that the fuse board is turned off at the time the Tenant leaves the Property. If this action is not carried out, any electricity used at the Property once the Tenant has left and whilst it remains vacant is still responsibility of the Tenant.

(5.19) That the Tenant shall not add any additional meters to the property, or change the meters type or supplier without the Landlords written consent. This can be withheld at the Landlords discretion.

(5.20) The tenant is also responsible for regularly bleeding all radiators within the property. Guidelines to do so can be found online if required.

(5.21) The Tenant is obligated to report any issues regarding damp, mould, leakages and other issues that can detriment the condition of the property. The Landlord/Agent needs to be notified promptly to avoid further damage. If the tenant fails to notify the landlord/agent on time and the issue has escalated, the tenant will be responsible to share the costs of the works that will thereafter take place.

(5.22) The Tenant is to maintain the property' internal condition. If the property is kept in an unsatisfactory condition, the landlord

can serve a minimum 48 hours notice to the tenant to request the repairs and cleaning for the tenant to complete. If the Tenant fails to complete the required maintenance and cleaning to a satisfactory standard, the landlord will be authorised to complete the required works and invoice the tenant for the full costs incurred in resolving the dilapidations. If this sum is outstanding upon the vacating of the tenancy, the full sum will be reclaimed from the deposit.

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To pay for any reasonable costs or damage suffered by the Landlord or his Agent as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable 24 hours period of notice. Student viewings can be carried out anytime during the tenancy at reasonable daytime hours, having first given a 24 hours' notice to the tenants.

(6.4) That where the Property is left unoccupied for longer than a month, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

(6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended. If the Property is left vacant over 14 consecutive days without notifying and acquiring permission from the Landlord and the Agent and where rent is unpaid, the Landlord and the Agent will be authorised to secure the property necessarily.

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in a clean state and condition.

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return all the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

(7.4) The Agent/Member should inform the Tenant as soon as is practicable at the end of the tenancy if they propose to make any deductions from the Deposit

(7.5) If there is no dispute the Deposit will be allocated according to the deductions agreed. If an agreement cannot be reached, any of the parties can refer the matter to the Deposit Protection Service for adjudication

(7.6) Where there are multiple tenants, each Tenant agrees with the other(s) that any one of them may consent on behalf of all Tenants to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the tenancy

(7.7) The Tenant is obligated to give notice in writing to vacate the property 1 full tenancy month before the last date of their contract.

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

9. The Landlord may apply to the court to end this tenancy and re-enter the Property if:

1. the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
2. the Tenant does not comply with the obligations set out in this Agreement; or
3. the Landlord was induced to grant the tenancy by a false statement; or
4. any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before re-entering the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations

12. All Parties Agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

(12.4) Whilst the Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with the Landlord and trusted third parties such as utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Agent will not divulge personal contact details to any third party organisation for marketing purposes without prior approval

13. Early Termination

13. The Tenant agrees that if they wish to Terminate the Tenancy Agreement prior the expiry date, the Tenant is obligated to either:

- Find a suitable replacement tenant to take over the Tenancy and still be liable for the rent until the date where the Tenancy is taken over. The replacement tenant will be subjected to passing all references.
- Pay a re-letting fee of £250 + VAT for the agency to find a suitable replacement tenant. The Tenant will still be liable for paying the rent until a new tenant takes over the Property.

14. The Property is let together with the special conditions

(14.1) The Tenant confirms they have received a copy of the Inventory. If the Tenant disputes to anything and wishes to add any information to the Inventory, they may do so within 7 days of signing the contract. If the Tenant fails to do this and returns the Inventory after 7 days, the inventory will be voided by default.

(14.2) The Tenant agrees to return keys to our office on or before 12pm on the last day of their contract. Failure to do so will result in daily rental charges until the keys have been returned. If the keys have not been returned to our office within 2 days of you vacating the tenancy the landlord will be authorised to change the locks and you will be liable for the costs incurred.

(14.3) The Tenant agrees to pay by standing order every month on the date as per tenancy agreement to the bank details below. The property address and name are to be used as reference when making the payment.

Bank:	Barclays Bank
Account Name:	Reliance Properties Ltd
Sort Code:	20-49-08
Account Number:	83274861

(14.4) The Tenant agrees not to leave any rubbish or bin bags in the communal area, but to properly dispose of it in the allocated bin area. If this is not followed, the tenant will be subject to pay all costs connected to the disposal and cleaning.

(14.5) The Tenant agrees to always keep the front door for the communal area locked at all times. If the doors are found open, the tenant agrees to secure and lock them properly.

SIGNED by the LANDLORD(S) :- (or the Landlord's Agent)	
On behalf of landlord	
SIGNED by the TENANT(S) :- Sign: Mr Marius Cautis Mrs Alina-Andreea Cautis	

N.B. The tenancy agreement should be signed by all tenants