Short Term Tenancy Agreement

For a furnished dwelling

This agreement contains the terms and obligations of the tenancy. Its sets out the promises made by the landlord or agent to the tenant and by the tenant to the landlord or agent.

These promises will be legally binding once the agreement has been signed and dated by both parties.

You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to.

Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If you do not understand this agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

This Agreement is <u>not</u> intended to create an Assured Shorthold Tenancy As defined in the Housing Act 1988, as amended by the Housing Act 1996.

BETWEEN

LANDLORD Name: Ms Julia Paulette Hollenbery **C/o AGENT** Name: Rent All Property Services Ltd

Address: 48 London Road, Southampton, SO15 2AH Email & phone: 02381 733988 enquiries@raps-ltd.co.uk

AND

TENANT name: Mr Manjunath Navalgund

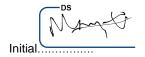
Mobile number: 07438 631 956

Email address: manjunath.navalgund@gmail.com Previous address: 22 Grovehall Drive, Leeds, LS11 7LN

The landlord lets to the tenant

PROPERTY TO BE LET: 38 Milton Road, Southampton, SO15 2HR. Room number: 1

NOTICE under section 47 and 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address: 48 London Road, Southampton, SO15 2AH



THE MAIN TERMS OF THE AGREEMENT:

The landlord lets to the tenant a furnished room in the PROPERTY with full use of the shared communal areas. The room is for single occupation only unless otherwise stated in this agreement.

Tenancy start date: 11th of January 2019

Tenancy end date: 10th of April 2019 this tenancy will not continue as a statutory periodic tenancy after the end of the fixed term. Any extension of this tenancy must be done by issuing a new tenancy agreement.

Rent: £400 per calendar month. Rent is payable in advance and due for payment on 11th day of each month. The first payment (or proportion thereof) is to be paid before the tenancy begins.

Rent is inclusive of gas, electricity, water, council tax, broadband and cleaning of communal areas unless otherwise stated.

Deposit: £nil is to be paid in cleared funds on the signing of this Agreement and will be registered with The Deposit Protection Service under agency reference 1826108 the details of which will be made available to the Tenant by the Landlord within 30 days of receiving the Deposit.

Giving notice: This tenancy will end on the Tenancy end date stated above, notice is hereby given that the tenancy will end on this date. There is no requirement by either the tenant or the landlord to give any further notice to end the tenancy on this date.

Definitions & interpretation:

- 1. All references to the landlord also apply equally to the agent
- **2.** The group of Tenants shall be known collectively as "The Tenant" throughout this Agreement.
- **3.** All rooms are for single occupancy only

Limit of liability:

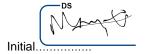
- 1. Tenants are responsible for their bedroom
- 2. Tenants have a "jointly and several" liability for the communal areas of the property

The tenant confirms that he/she is not an asylum seeker and has the relevant visa and necessary paperwork to reside in the UK, is not in receipt of any form of benefits and does not have any unspent criminal convictions.

TENANTS OBLIGATIONS

Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

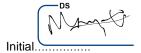
- (a) Pay the full rent at the times and in the manner specified whether it has been formally demanded or not
- (b) Not to damage the Property or make any alteration in or addition to it
- (c) Preserve the fixtures, furniture and effects from being destroyed or damaged and not remove any of them from the Property
- (d) To clean your bedroom regularly and keep the communal areas clean and tidy
- (e) To replace any light bulbs, fuses and batteries promptly when necessary



- (f) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof with 24 hours' notice.
- (g) Within seven days of receipt by the Tenant of any notice given under the Party Wall Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence thereof unless required to do so by the Landlord
- (h) To notify the landlord within seven days of any post that arrives at the property addressed to the landlord
- (i) Tenant is responsible for paying the bank charges for money paid to our UK bank account.
- (j) To pay for a television license if you watch any form of TV live or streamed, refer to the website for full details http://www.tvlicensing.co.uk/check-if-you-need-one
- (k) Pay to the Landlord or Agent any reasonable costs and expenses for
 - 1. The recovery of any rent or other money which is in arrears
 - 2. Enforcement of any of the provisions of this Agreement
 - 3. The cost of any bank charges incurred by the Landlord if any payment is late or any bank transfer or standing order is withdrawn by the Tenant's bankers.
 - 4. Should any rent be overdue for more than 7 days a charge of £10 will become immediately payable, a further sum of £10 will become payable for each subsequent week that the full or part rent remains overdue.

USE OF PROPERTY

- (a) Should the landlord or Agent need access to your bedroom 24 hours' notice will be given except in the case of an emergency.
- (b) To occupy the Property as the Tenant's only or principal home
- (c) Not assign sublet or otherwise part with possession of the property without the prior written consent of the Landlord
- (d) Not carry on at the Property any profession, trade or business or let apartments or receive paying guests on the Property or rent out the parking or use the Property for any other purpose other than that of a strictly private residence
- (e) Not to use the Property for any immoral, illegal or improper purposes.
- (f) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises or which may invalidate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance
- (g) Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining property.
- (h) Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- (i) Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- (j) Not to obstruct the common parts of the building or any shared facilities or keep or leave anything in them in particular not to keep bikes inside the house.
- (k) Not to smoke or permit a visitor to smoke tobacco or any other substance in the Property
- (I) Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- (m) Not to install, take into, use or keep in, the Property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property
- (n) Not to keep any animals, reptiles, insects, rodent or birds at the premises
- (o) Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property
- (p) Not to erect external aerials or satellite dishes
- (q) Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.



- (r) To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy
- (s) To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the premises, its fixtures and fittings and to report the same to the landlord or agent.

LEAVING THE PROPERTY EMPTY

To advise the Landlord by giving written notice, if the ALL the Tenants intend being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied

AT THE END OF THE TENANCY you should:

- (a) Give up the Property with vacant possession
- (b) Leave the furniture and effects in the rooms or places in which they were at the beginning of the tenancy
- (c) Give up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good, pay for the repair of or replace all such items as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted)
- (d) Pay for the washing and cleaning (including ironing or pressing) of all linen, blankets and curtains which shall have been soiled during the tenancy
- (e) Return all keys to the Landlord and pay reasonable costs for having new locks fitted and new keys cut in the event that not all the keys are returned
- (f) Any goods or personal effects belonging to the Tenant which shall not have been removed from the property within 28 days after the expiry of the tenancy will be deemed to have been abandoned.

LANDLORD OBLIGATIONS

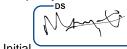
- (1) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property
- (2) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration pursuant to Part 1 of the Arbitration Act 1996
- (3) To carry out promptly any repairs that are the Landlord's responsibility
- (4) Provide a cleaner for the communal areas of the house
- (5) Provide a gardener as necessary

COMMUNICATION

The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using:

	hard copy by personal delivery or recorded delivery; or
х	the email addresses set out in clauses [2 or 3] and 1].

For communication by email it is essential that the Landlord(s) and Tenant(s) consider carefully whether this option is suitable for them. It should be noted that all notices will be sent by email, which includes important documents such as a rent-increase notice and a notice to leave the Let Property.



To ensure all emails can be received and read in good time, the Landlord(s) and Tenant(s) agree to inform each other as soon as possible of any new email address which is to be used instead of the email address notified in this Agreement.

If sending a document electronically or by recorded delivery post, the document will be regarded as having been received 48 hours after it was sent, unless the receiving party can provide proof that he or she received it later than this. This extra delivery time should be factored into any required notice period.

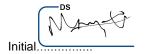
SECURITY DEPOSIT

- (1) On execution of this Agreement, the Tenant will pay the Landlord a security deposit of £nil (the "Security Deposit").
- (2) No interest will be received on the Security Deposit.
- (3) 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.
- (4) 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:
 - 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 fair 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 tenancy deposit scheme in the Housing Act 2004 as supplemented or amended from time to time.
- (5) 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.
- (6) 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.

THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

PROVIDED that if the Rent or any instalment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord

Contract subject to English law and jurisdiction.



Continued Schedule 1(which forms part of this tenancy agreement)

SCHEDULE 1 FORMS PART OF THE AGREEMENT FOR LETTING OBLIGATIONS OF THE TENANTS

How to Rent Guide

The Government has produced this Guide called "How to Rent" to help tenants understand their rights and responsibilities as a tenant and which all tenants are **required to read and understand** before they sign and enter into any tenancy agreement. It provides a checklist and more detailed information on each stage of the renting process, including:

- what to look out for before renting
- living in a rented home
- what happens at the end of a tenancy
- what to do if things go wrong

For your information you can download this "How to Rent" Government Guide by **pressing control and then clicking on the following link:**

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/72377

3/How_to_Rent_Jul18.pdf This information is frequently updated. Search on GOV.UK for How to rent The online version contains links you can click on to get more information. www.gov.uk

By signing this agreement, you are confirming the following:

- 1. That you have read and understand the Tenancy Agreement
- 2. That you have read and understand the How to Rent leaflet
- 3. That you agree to us communicating with you via mobile phone and email
- 4. That you will inform us immediately if your phone number or email address changes
- 5. That you have received the prescribed deposit information
- 6. That you will purchase a TV license if you watch any form of TV live or streamed other than in the communal spaces where the landlord has paid for a licence.

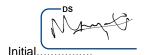
Fire Risks

- a. No locks of any description to be fitted to the outside of any bedroom door.
- b. Rubbish/Refuse: paper rubbish and kitchen refuse must not be allowed to build up inside the property. All refuse must be put out for collection each week taking account of the local council's recycling policy.
- c. Fire extinguishers (if any) must not be tampered with; if accidentally 'let off', they must be replaced immediately. All appliances must be easily accessible and visible.
- d. Electronic smoke detectors/alarms are located on each floor of the house and in each bedroom. On takeover, you will be invited to test each one. Thereafter it is the tenants' responsibility to test them monthly and report any faults to the Landlord immediately, the tenant is responsible for replacing the battery in the smoke alarm should this become necessary.
- e. Fire doors are not to be held open.

Insurance

Each tenant is responsible for insuring their own personal belongings, including food in the fridge/freezer and washing in the washing machine or tumble dryer in case of breakdown.

Safety



Tenants should take care to observe proper standards of safety on the premises, in particular when using gas and electrical appliances. No free-standing gas heaters are permitted in the property, as this contravenes the Landlord's buildings and contents insurance policy.

Sanitary Ware

All basins, shower/bath plugs, toilets and drains will be clean and free-flowing on the day you move in, when they will be checked. From then on it is the tenants' responsibility to keep them clean. If they become blocked during the tenancy, for whatever reason (i.e. excess tissue or ST's put down the toilet, hair and soap etc. blocking the basin or shower drain or food waste and fats blocking the kitchen sink/drain etc.) it will be the responsibility of the tenants to clear the blockage which could involve calling out a drain clearing company in some circumstances. All costs involved will be the tenants' responsibility. An average drain-blockage clearance costs £160. The Landlord must also be informed at the same time as calling out the drain clearance company. We recommend you regularly use a drain unblocking liquid to help prevent this problem.

Neighbours/Disturbance/Noise

Your neighbours are <u>OUR</u> neighbours and we know many of them very well. You are to ENSURE that no disturbance or inconvenience is caused to them by any excess noise or anti-social behavior. If you are going to have a party, please call on your neighbours and tell them. After midnight noise/volume of music should be kept to a minimum.

Garage & shed

If the garage and/or shed are used this will be done entirely at the tenant's own risk. At the end of the tenancy all items that have been stored in the garage and/or shed must be removed.

Loft Use of the loft is not permitted.

Parking – there is no parking included in this tenancy

Bicycles

No bicycles are allowed in the house <u>at any time</u>. They should be kept in the bike store, back yard or other designated area.

Occupancy/Visitors

This contract allows for <u>only</u> the tenants to live in the house. Occasional visitors (1 or 2 nights in succession) are permitted to stay in the house. Beyond this you are breaking the contract.

Cleaning Rota

Each person is responsible for the cleanliness of their own bedroom

Everyone should wash up their own cooking utensils, plates etc. after each meal and put away the dishes so that the sink and draining board are available for others to use

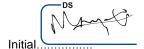
Do not allow grease, fat, oils or food to go down the sink, otherwise it will block up and a call-out charge to clear the drain will be payable by you.

The oven is to be kept clean, wiped out after use and cleaned on a regular basis, we recommend Oven Pride which is widely available.

Washing Machine

If the washing machine breaks down through misuse, (the most common fault is overloading the machine) it is the tenants' responsibility to repair it and pay all bills, informing the Landlord at the same time.

Inspections



A full and detailed inspection will take place on a regular basis at a mutually convenient time.

Condensation/Damp

Problems often occur in the winter caused by permanently shut windows = condensation = Damp / musty smell = mildew on clothes / black Mould on walls etc. YOU MUST OPEN YOUR STUDY BEDROOM WINDOW FOR SEVERAL HOURS PER DAY/NIGHT. CHECK CUPBOARDS REGULARLY - DO NOT PUT DAMP CLOTHES IN DRAWERS OR CUPBOARDS. Bathrooms MUST also be ventilated daily.

Furniture

If a Tenant wishes to remove any furniture it is their responsibility to transport and store it at their cost, and return it to the room before the end of the tenancy.

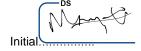
Mattress protector

Each Tenant must provide and use a mattress protector at all times. Failure to do so will result in the Tenant being liable for the cost of cleaning the mattress at the end of the tenancy. Should the mattress become damaged or heavily soiled it will be the responsibility of the tenant to replace the mattress at their own cost.

The tenants agree to:

- a. Keep the interior of the premises in good, clean condition at all times
- b. Not to alter the structure of the premises (including the erection of shelving) or carry out any redecoration without the approval of the Landlord
- c. Not to cause any damage to the walls or decoration by hanging posters or pictures but to only use standard picture hooks/pins. NO BLUE TAC OR EQUIVALENT TO BE USED
- d. Not to do or allow to be done any action which results in the Landlord's insurance premium being made void or the premiums increased
- e. To report to the Landlord by telephone <u>and</u> email, as soon as reasonably practicable, any damage or work requiring attention on the premises, especially water leaks
- f. To take reasonable steps to ensure that no damage is caused to the premises during the winter as a result of burst pipes. The central heating must be left on, timed to operate from 1am to 6am daily, during any period of absence.
- g. Pay for repairs to appliances which breakdown through misuse. Repairs to central heating system, plumbing etc. are the Landlord's responsibility providing installations have not been tampered with.
- h. Fridge/freezer is to be defrosted and cleaned every 2 months. Bowls of boiling water speeds up the process, care should be taken not to damage the freezer whilst defrosting.

Tenant Signature:914633BB32924	<u> </u>	 Date:	/11/2019 	
Agent Signature: Docusigned by:	eula S	mit bate:	1/11/2019	
	Andrew Evans	Docusigned ln Lrw	evans	1/11/2019 Date:



Appendix. Payment Schedule

Rent per day	£13.15
Rent per week	£92.30
Rent per month	£400.00

Full Tenancy

Holding deposit Rent on Signing	£250.00 £150.00
11 February 2019	£400.00
11 March 2019	£400.00
Total:	£1,200.00

