

LET ONLY

Oakmans Estate Agents will act as introducers only, once the deposit has been collected, tenancy agreement signed and all paperwork processed then everything will be forwarded to the landlord. The landlord will then make arrangements to release keys, carry out the initial inventory, collect on going rent, carry out any maintenance work and **RETURN** the deposit at the end of the tenancy period. The landlord is also responsible for complying with all legislation including tenancy deposit protection and licensing.

Oakmans Estate Agents
2 Katie Road
Selly Oak
Birmingham
B29 6JG

DATED **26 November 2018**

**ASSURED SHORTHOLD TENANCY AGREEMENT
OAKMANS LET ONLY TENANCY**

Relating to

44 Rookery Road
Selly Oak
Birmingham
West Midlands
B29 7DQ

Between

Mrs. Fatima

(Landlord / Agent)

And

Matthew Jackson and Connell Fleming and Joseph Gutierrez and Joshua Law and Victor Nyoyoko and Rahul Ramrakhiani and Chrisjoy Rodriguez and Isaac Tramontana

(Tenant/s)

Landlord Initials

Tenant Initials

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THIS AGREEMENT is dated: 01/07/2019

PARTIES

Mrs. Fatima wajid.nissa@dixonscountrywide.co.uk 07861 719509

(Landlord/Agent).

Matthew Jackson and Connell Fleming and Joseph Gutierrez and Joshua Law and Victor

Nyoyoko and Rahul Ramrakhiani and Chrisjoy Rodriguez and Isaac Tramontana

(Tenants).

Landlords Address:

416 Warwick Road, Solihull, West Midlands, B91 1AQ

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agent:, Oakmans Estate Agents

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

HA 1988: Housing Act 1988.

[**HA 2004:** Housing Act 2004.]

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

LTA 1985: Landlord and Tenant Act 1985.

Property:

44 Rookery Road

Selly Oak

Birmingham

West Midlands

B29 7DQ

Rent: £3,466.66 pcm excluding bills

Rent Payment Dates: 1st day of each Month

Term: a fixed term from 01/07/2019 to 30/06/2020

Working Day: A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

The Deposit £3,600.00

Which will be registered with one of the Government- Authorised tenancy deposit schemes ("The Deposit Protection Service").

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- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to an agreement is a reference to this agreement.
- 1.8 A reference to **writing** or **written** includes faxes and e-mail.
- 1.9 Any reference to Tenancy refers to the tenancy created under this agreement.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord/ agent
- 1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the Tenant and the Guarantor arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

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2. GRANT OF THE TENANCY

- 2.1 At the request of the Guarantor, the Landlord lets the Property to the Tenant for the Term.
- 2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. CONTENTS

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord/ agent at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.

4. RENT

- 4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates and the rent must be paid via standing order arrangement.
- 4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date by cleared funds.
- 4.3 The Tenant shall pay interest at the rate of [4] % per annum above The Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 4.6 Late payment of rent. Reminder letters will be charged at £29.17 plus vat = £35.00 per letter sent subject to a maximum of four letters per month

- 4.7 Abortive Visits to Property (pre-arranged appointments only) £25 plus vat = £30.00
- 4.8 Tenancy Renewal Administration Fee for non-students is £100 plus vat =£120.00, or for students £41.66 plus vat = £50 per person over the age of 18 in discretion of the Landlord/ Agent to waive any charges,

5. DEPOSIT

- 5.1 The Landlord/ agent acknowledges receipt of the Deposit from the Tenant.
- 5.2 Will be held in accordance with the Tenancy Deposit Scheme Rules as issued by the relevant Tenancy Deposit Scheme used. No interest will be payable by the Landlord to the Tenant in respect of the deposit money.
- 5.3 At the end of the Tenancy, the Landlord/ agent shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;
 - (b) replace any of the Contents which may be missing from the Property;
 - (c) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 9.1.

6. ARRANGEMENTS

- 6.1 To return the inventory within 7 days of it being provided notifying us of any amendments added and then signed. In absence of such notification the tenant accepts that the premises, furniture and equipment and their condition are as described in the inventory
- 6.2 The Landlord shall return the deposits to the tenants within 10 working days of when both parties agree. The Landlord/Agent will require proof that all bills related to the property have been paid and closed before returning any deposits.
- 6.3 To leave the Premises no later than 10am on the last day of the Tenancy and return all keys to the Landlord, ensuring that the Premises are left clean and tidy and as in the Inventory (furniture replaced to its original position) and that all items including refuse, kitchen waste, newspapers and bottles, have been removed, or to pay for their commercial removal.
- 6.4 To provide forwarding addresses and details for contact after the Tenancy ends

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- 6.5 If the tenant wishes to leave the contract they must find a replacement tenant to take over their contractual obligations. A novation agreement will be created to replace one tenant with the other and the charge for this is £250 plus vat = £300. Until the novation agreement has been signed by all parties, the original tenants obligations still stand.

7. USE OF PROPERTY

- 7.1 The Tenant shall only use the Property as a private dwelling house, for the use of the Tenant and the Tenant's immediate family.
- 7.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 7.3 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord/ agent (such consent not to be unreasonably withheld).
- 7.4 The Tenant shall not do anything to or on the Property that:
- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - (b) involves using the Property for immoral or illegal purposes; or
 - (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements upon request.
- 7.5 The Tenant shall send the Landlord/ agent a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 7.6 Smoking in the property is not permitted without prior permission of the landlord or his agent. Any damage caused to the property by the smokers will be subject to rectification by the tenants prior to the end of the tenancy.
- 7.7 Lit candles are not permitted in the property.
- 7.8 To replace all batteries bulbs and fuses as necessary including bulbs for any outside lights, the batteries for the doorbell and the alarms, and not to damage, remove or disable the alarms in any way or alter the codes or alter change or install any locks
- 7.9 To take reasonable steps to ensure that no damage is caused to the premises during the winter months as a result of the premises being left unoccupied. During the winter months the heating must be used to ensure water pipes do not freeze up and to prevent mould.

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8. ASSIGNMENT OR SUBLETTING

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

9. REPAIRS AND ALTERATIONS

9.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).

9.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish. If the landlord provides gardening tools to the tenants then the tenants are obliged to maintain the garden.

9.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.

9.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, his/her family or visitors cause the breakage.

9.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.

9.6 The Tenant shall not make any alteration, addition, or redecorate the Property [without the prior consent of the Landlord (such consent not to be unreasonably withheld)].

9.7 Cleaning charges (applies to properties left unclean by tenants) Tenants will be charged £40 per room. £32 plus vat = £40. This covers the cost of a light clean and does not include the removal of personal items. A professional light clean throughout the property will include communal areas, kitchen and bathrooms. It does not include ovens and fridges/freezers. This must be cleaned by tenants. Excessively dirty properties will be subject to an extra charge which will be deducted from the deposit.

9.8 General Maintenance charges (applies to properties damaged by tenants) £20.83 plus vat = £25.00 per hour. For large jobs, two quotes obtained and lowest price charged.

9.9 If a tenant is locked out of a property there will be a £25 plus vat = £30 charge within office hours or a £62.50 plus vat = £75 charge out of hours plus additional costs for any locks or key replacements.

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10. UTILITIES AND OUTGOINGS

- 10.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property. The Tenant shall pay for a television licence for the Property if a licence is required. The Tenant shall pay the Council tax for the Property unless a student which then full exemption must be supplied to the council.
- 10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 10.4 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.5 To abide by a 'fair usage' clause of up to £10 per person per week should the rent be inclusive of bills. Any utilities usage deemed to be excessive for the property's size (calculated and determined by national average and over-estimation) will be charged to Tenants, either by invoice or by deposit deduction at the end of the tenancy.

11. LANDLORD'S COVENANTS

- 11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 11.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure their own possessions with a reputable insurer.
- 11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 11.4 The Landlord/ agent shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - (b) keep in repair and proper working order the installations in the Property for

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the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

11.6 The Landlord shall not be required to:

- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

11.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).

12. DEFAULT BY THE TENANT

12.1 The Landlord/Agent reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
- (c) the Tenant has breached the agreement; or
- (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 12.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.

12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

12.4 Under the Data Protection Act 1998, contact and personal information will be retained by the landlord and the landlord's agent and may be provided upon lawful demand to other agencies including utilities suppliers, local authorities, credit or other

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reference agencies and for debt collection.

13. GUARANTEE AND INDEMNITY

- 13.1 The Guarantor if noted within the parties clause to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.
- 13.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.
- 13.3 The liability of the Guarantor under clause 13.1 and clause 13.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.
- 13.4 The liability of the Guarantor shall not be affected by:
- (a) any time or indulgence granted by the Landlord to the Tenant;
 - (b) any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them;
 - (c) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement; [or]
 - (d) [the Landlord taking any action or refraining from taking any action in connection with the Deposit; or]
 - (e) the Tenant dying or becoming incapable of managing its affairs.

14. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

- 14.1 The Landlord / agent reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property by notifying by telephone or on giving at least 24 hours' prior notice in writing to the Tenant:
- (a) to inspect the condition and state of repair of the Property;
 - (b) to carry out the Landlord's obligations under this agreement;
 - (c) [to carry out repairs or alterations to the next door premises;]
 - (d) to take gas, electricity or water meter readings;
 - (e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and

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(f) to show prospective tenants or purchasers around the Property.

14.2 The Landlord/ agent has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in an emergency.

15. EXPIRY OF THE TENANCY

15.1 At the end of the fixed term granted by this Tenancy, the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.

15.2 If the Landlord / agent allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

15.3 The Landlord has the right to recover possession of the Property if:

- (a) the Tenancy has come to an end;
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (c) at least six months have passed since the date of this agreement.

15.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

15.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the tenant agrees that the landlord can dispose of it at the tenants cost and the tenant indemnifies him against liability to any other person who may have any interest in that thing.

16. NOTICES

- 16.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Landlord's address given in clause 16.5;
 - (b) left at the Landlord's address given in clause 16.5; or
 - (c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.
- 16.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Property;
 - (b) left at the Property; or
 - (c) sent to the Tenant's fax number or e-mail address stated in the Parties clause.
- 16.3 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Guarantor's address stated in the Parties clause;
 - (b) left at the Guarantor's address stated in the Parties clause; or
 - (c) sent to the Guarantor's fax number or e-mail address stated in the Parties clause.
- 16.4 If a notice is given in accordance with *clause 16.1* [,] [or] *clause 16.2* [or *clause 16.3*,] it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by first-class post, on the second Working Day after posting; or
 - (c) if sent by fax, at 9.00 am on the next Working Day after transmission.
- 16.5 The Landlord's address for service is 416 Warwick Road, Solihull, West Midlands, B91 1AQ

17. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

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Signed by (Print Name & Sign)

LANDLORD/AGENT

.....

.....

Dated

.....

Witness (Print Name & Sign)

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Tenants - Matthew Jackson and Connell Fleming and Joseph Gutierrez and Joshua Law and Victor Nyoyoko and Rahul Ramrakhiani and Chrisjoy Rodriguez and Isaac Tramontana

Sign and Date

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