



John Shepherd Birmingham
ASSURED SHORTHOLD TENANCY AGREEMENT
MANAGED
(NO DEPOSIT)

Important Notes for Tenant / Landlord

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 there is a break clause, or written permission is obtained from the Landlord.

Where there is more than one Tenant and/or a Guarantor, all obligations, including those for Rent and repairs can be enforced against all of the Tenants and/or the Guarantors jointly and against each individually.

You should read this document carefully and thoroughly, make sure you understand the responsibilities and rights of both the Landlord and Tenant. Once signed and dated, this Agreement will be legally binding and may be enforced in Court. If you are in doubt about the content or effect of this Agreement, We recommend that you seek independent legal advice before signing. Prospective Tenants should have an adequate opportunity to read the Tenancy Agreement to ensure that they agree and accept the terms before signing in order for this Agreement to be fully enforceable.

This Tenancy Agreement is for letting a Fully Furnished, Furnished or Unfurnished residential accommodation on an Assured Shorthold Tenancy within the provisions of the Housing Act 1988, as amended by Part III of the Housing Act 1996. The Agreement shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of the Housing Act 1988, as amended by Part III of the Housing Act 1996. As such, 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.

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.

Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.

This Agreement has been drawn up after consideration of the Guidance on Unfair Terms in Tenancy Agreements originally published by the Office of Fair Trading which has now been adopted by the Competition and Markets Authority.

Both Parties are advised to obtain confirmation in writing when the Landlord gives Consent to the Tenant to carry out any action under this Agreement.

Any obligation of the Tenant under this Agreement to do or not to do anything, shall also require the Tenant not to permit or allow any other person or persons to do or not do that thing.

The headings used in this Agreement do not form part of the terms and conditions or obligations for either the Landlord or Tenant and are for reference purposes only.

The laws of England and Wales and the Court of England and Wales shall apply to this Agreement.

The Name and Address of the Agent who arranged this Tenancy is:

Name(s): John Shepherd Birmingham

Address: 33 Colmore Row, Birmingham, B3 2BS

Email Address: lettings@johnshepherd.com

Telephone Number: 0121 633 4455

Definitions

The intention of providing this list is to help explain or clarify some terms or expressions that may be found in this Tenancy Agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a Court can decide on a definitive interpretation or meaning of any clause in any part of this Agreement.

Act of Parliament Any reference to any Act of Parliament includes a reference to amended or replacement legislation and to subordinate legislation made under such Act of Parliament.

Agent, the Landlord's Agent, We, Us or Our John Shepherd Birmingham, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord.

Agreement, or the Tenancy Agreement The written contract between the Landlord and the Tenant and refers to this Tenancy Agreement.

Calendar Day / Day Means any Day of the year, including Saturdays, Sundays and Bank Holidays.

Cleared Funds Means cash, debit or standing order payment. For avoidance of doubt, if a sum is to be paid by a certain date, a cheque provided on that date will not be sufficient to meet this obligation.

Consent of the Landlord or his Agent Where the Consent of the Landlord or his Agent is required for the Tenant to carry out some action, it is strongly recommended that where such Consent is granted, the Tenant obtains confirmation in writing so as to avoid misunderstandings or disputes at a later date.

Deposit Any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant's obligations, the discharge of any liabilities, and any damage to the Property and/or non-payment of Rent. Under the requirements of the Housing Act 2004 all Deposits held under Assured Shorthold Tenancies must be protected and held in accordance with a Government approved Scheme.

Emergency Where there is a risk to life or damage to the fabric of the Property or the Fixtures and Fittings contained therein.

Fair Wear and Tear Loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or aging.

Fixtures and Fittings / Contents References to Fixtures and Fittings relate to any of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and includes anything listed in any Inventory and/or Schedule of Condition as supplied.

Fully Furnished Same definition as Furnished below, plus household items and kitchen utensils.

Furnished Same definition as Unfurnished below, plus furniture.

Guarantor The person who undertakes to be jointly and severally liable with the Tenant to pay all Rent and any debt arising from any breach or default of the Tenant obligations contained in this Agreement, until all debt is paid in full whether or not the Landlord elects to pursue the Tenant.

Head or Superior Lease Means a Lease (if any) under which the Landlord holds or owns the Property and which contains the obligations which the Landlord, or his Tenants in turn, may be bound.

Household Members of the same family including married couples, same sex partners and related persons.

ICO The Information Commissioner's Office is the independent regulatory Office in charge of upholding information rights in the interest of the public.

Insured Risks "Insured Risks" refers to insurance against fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.

Inventory and / or Schedule of Condition This refers to any document prepared by the Landlord, the Agent or any Inventory clerk and provided to the Tenant, detailing the Landlord's Fixtures, Fittings, furnishings, equipment and the décor and condition of the Property in general. Such a document may subsequently be relied upon at the end of the Tenancy in assessing damage, or compensation for damage (over and above Fair Wear and Tear) and so should be checked carefully at the commencement of the Tenancy. Any significant mistakes, mis-descriptions or other amendments should be notified to the Landlord or his Agent within five Days of receipt of such Inventory. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

Joint and Several Liability The expression Joint and Several liability means that jointly the Tenants and/or Guarantors are liable for the payment of Rent and all liabilities falling upon them during the Tenancy, as well as any breach of the Agreement, or any extension of it, until all payments have been made in full. Individually each Tenant and/or Guarantor is responsible for payment of all Rent and all liabilities falling upon them as well as any breach of the Agreement, or any extension of it, until all payments have been made in full. A maximum of four people can be such Joint Tenants. Where there is more than one Landlord, they will also be Joint and Solely liable for all fees, expenses, costs and Landlords undertakings and obligations as outlined in this Agreement.

Landlord A person or persons who at any relevant time own, or have a formal interest in, the Property that gives them a right to possession.

Masculine and Feminine And Singular and Plural Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

Month / Monthly Means a calendar Month.

Party / Parties All individuals named within this Agreement, which includes where applicable, the Agent, Landlord(s), Tenant(s), Permitted Occupier(s) and Guarantor(s).

Permitted Occupier Includes any person who is permitted by the Landlord to reside at the Property and who will be bound by all the terms of this Agreement apart from the payment of Rent.

Property The Property includes all or any part of the dwelling-house, gardens, paths, driveways, fences, boundaries or other outbuildings which form part of the let. Where the Property forms only part of a larger premises (e.g. in a block of flats), the letting includes the use, in common with others, of the communal access ways and other similar facilities.

Rent The sum paid by the Tenant to the Landlord or Agent, for the duration of the Tenancy.

Stamp Duty Land Tax This is the duty payable by the Tenant to the Stamp Office on signing of this Agreement, if the Rent exceeds the threshold after deduction of this discount. Further information can be obtained from Her Majesty's Revenue and Customs website at www.hmrc.gov.uk.

Statute A written law passed by a legislative body.

Superior Landlord People, or persons, to whom the ownership or interest in the Leasehold Property might revert in the fullness of time, following the expiry of the term of any Head, or Superior Lease.

Tenant / Occupant A person or persons, who at any relevant time are entitled to occupy the Property under the terms of this Tenancy Agreement. Any reference to the Tenant may include reference to the Occupant.

The Term / the Tenancy References to the Term of the Tenancy include any extension or continuation of the Agreement, or any Statutory periodic Tenancy, which may arise following the end of the period set out in The Principal Terms.

Unfurnished An Unfurnished Property normally includes carpets, curtains, light fittings and white goods. The Tenant is expected to bring their own furniture to enable them to occupy the Property.

Utilities This includes charges, rates or costs relating to Gas, Electricity, Fuel, Oil and Council Tax and Telecommunications (inclusive of telephone, broadband, TV Licence, satellite or cable services).

Water Charges This includes charges, rates or costs relating to Water, Sewerage and Environmental services.

Weekly Means a full week, i.e. seven full calendar Days.

Working Day Means a Day that is not a Saturday or Sunday, nor any Day that is a Bank Holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

1.0 Summary of Principal Terms

1.1 Agreement Date:

12th of July 2022

1.2 Name(s) of LANDLORD(S):

Green Birch

1.3 ADDRESS for Landlord(s)

Krowe Ltd, Basepoint Bromsgrove, Bromsgrove, B60 3ET

1.4 Alternative ADDRESS for Landlord (if applicable):

N/A

1.5 Name(s) and Address(es) of TENANT(S):

Name: Mr Victor Akaninyene chimsom Nyoyoko

Address: Flat 414, Room 414C B16 studios, 104-106 hagley road, edgbaston, Birmingham, West-Midlands, b16 8LT

1.5a GUARANTOR(S):

Name: Uvietobore Donald Idenedo

Address: 53 Campion Close, Croydon, Surrey, CR0 5SN

1.6 Permitted Occupier(s):

N/A

1.7 ADDRESS of PROPERTY:

12, Newland House, 137-139 Hagley Road, Birmingham, B16 8UA

1.8 EXCLUSIONS from the Property (e.g. Garage or other outbuildings etc.)

See Clause 6.0, Special Conditions, for further information

1.9 Initial TERM of the Tenancy will be: 6 Months

Commencing: 12th of July 2022

Expiring: 11th of January 2023

1.10 Rent:

£900.00 per Month.

exclusive of Council Tax, Water rates and other Utilities

Payable: The first Month's Rent in the sum of £900.00 shall be payable in advance on or before the 12th July 2022. Thereafter Rent will be payable in advance at a rate of £900.00 per Month due on the 12th day of each month.

Rent is to be paid to the following account.

Account Number: 23889039

Sort Code: 556149

Name: John Shepherd Lettings Client Account

Ref: JSB190209

1.11 A DEPOSIT of N/A

No security Deposit has been taken in accordance with clause 5 of this Agreement.

2.0 Tenant's Obligations

Please note: This section sets out the duties of a Tenant. It is important for the Tenant to understand what he agrees to do or not to do. As Joint and Several Tenants, to be responsible and liable for all obligations under this Agreement. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim

damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The TENANT agrees to the following:

2.1 Rent

2.1.1 To pay the Rent by Standing Order, whether formally demanded or not, in accordance with clause 1.10, and all other sums due to the Landlord on time. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenant. Any third party who pays Rent on behalf of the Tenant is deemed as agent of the Tenant with no Tenancy rights.

2.1.2 In the event that a Rent payment is outstanding for 14 Days or more since the full Rent was due, the Agent can charge 3% above Bank of England base rate in interest on the late payment of Rent for each Day that the payment is outstanding. The late payment charge can be levied on Day 14 but it will be charged back from the first Day the Rent was due.

2.1.3 In the event of the Tenant making a claim for Housing Benefit/Local Housing Allowance/Universal Credit, the Tenant shall;

- a. Immediately upon making such a claim advise the Landlord or Landlords Agent.
- b. If requested in writing by the Landlord/Landlord's Agent, the Tenant will arrange for any local authority paying Housing Benefit/Local Housing Allowance/Universal Credit to be paid direct to the Landlord or Landlord's Agent.
- c. Pay any shortfall in Rent or other payments due to the Landlord not included in the Housing Benefit/Local Housing Allowance/Universal Credit payment, to the Landlord or the Landlord's Agent in a timely manner and not allow such payments to fall into arrears.
- d. Be liable at any time to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to repay to the local authority or the Department of Work and Pensions in respect of Housing Benefit/Local Housing Allowance/Universal Credit which has been paid direct to the Landlord or his Agent on behalf of the Tenant and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.
- e. Immediately notify the relevant Housing Benefit/Local Housing Allowance/Universal Credit Department and the Landlord or Landlord's Agent of any change in circumstance which may affect the entitlement.

2.2 Utilities and Liabilities

2.2.1 On the signing of this Agreement to have transferred to the Tenant's name and to pay promptly and directly to the supplier all charges due during the entire fixed Term Tenancy, and any extension of it, for the following;

- a. Water rates, Sewerage disposal, Environmental charges, Gas, Fuel, Oil and Electricity supplied to the Property.
- b. Telephone charges and all Rent in respect of the telephone during the Tenancy, any linked telephone line for the burglar alarm and any broadband charges (if applicable).
- c. Appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Property.
- d. The Council Tax which is the responsibility of the Occupant or any other charge levied on the Property replacing the Council Tax and FURTHER to pay the same as a result of the Tenant ceasing to occupy the Property as his sole or main residence.

FURTHERMORE, the Tenant consents to the Landlord or his Agent advising the Council and service suppliers of the Tenant's responsibilities and for the Council and service suppliers to advise the Landlord or his Agent of any details relating to the accounts at the termination of the Tenancy.

2.2.2. Energy Supplier - Disclosure of Tenant Details

- a. At the start of the Agreement, Gas and Electricity may be provided, or may be in the process of being provided by the Agents preferred energy supplier. However, this will not prevent the Tenant from changing to a different energy provider if desired.
- b. The Tenant agrees that the Agent may pass the Tenant's name and contact details to the Agents preferred energy supplier for the purposes of:

- i. Registering the Gas and Electricity meters at the Property in the Tenant's name with the Agents preferred energy supplier, providing Gas and Electricity to the Tenant and administering the Tenant's account with the Agents preferred energy supplier;
 - ii. Registering the Tenant with the relevant local authority for the payment of Council Tax; and
 - iii. Registering the Tenant with the incumbent Water supplier to the Property. The Water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.
- c. The Agents preferred energy supplier will use the Tenant's name and contact details to fulfil the Tenant's contract and only for the purposes set out above. The Agents preferred energy supplier will comply with its obligations as a data controller in the Data Protection Act of 2018 and Data Protection, Privacy and Electronic Communications (amendments etc) (EU Exit) regulations 2019 (SI 2019/429) and any other data protection legislation which is enacted in the UK and will handle Tenant's data in the manner set out in the Agents preferred energy supplier standard terms and conditions and/or privacy policy. The Agents preferred energy supplier will not share the Tenant's details with any third party other than the relevant local authority and incumbent Water supplier, and will hold the Tenant's details for the duration of the contract. The Tenant is reminded of their rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If the Tenant is dissatisfied with the manner in which the Agents preferred energy supplier handles their details they may lodge a complaint with the Information Commissioner's Office. If the Tenant has any questions regarding the details or use of the Tenant's data held by the Agents preferred energy supplier, the Tenant may contact the Agent at Troy Mills, Troy Road, Horsforth, Leeds, LS18 5GN.

2.2.3 Not to tamper, interfere with, alter or add to the Gas, Water or Electrical installations or meters, either in or serving the Property. This includes the installation of a key meter or any other meter, which is operational by the insertion of coins or prepaid card, without the Landlord's prior written Consent, such Consent not to be unreasonably withheld.

2.2.4 If the Tenant changes the supplier of the Utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy.

2.2.5 Where the Tenant allows the Utility or other services to be cut off, by default of payment or by specific instruction, either during, or at the end of the Tenancy, to indemnify the Landlord for any costs or associated costs incurred by the Landlord in reinstating the facilities for the supply of Utilities, commensurate with the facilities that exist at the commencement of the Tenancy.

2.2.6 Not to change or transfer any existing telephone number at the Property without the prior Consent of the Landlord or his Agent. Such Consent will not be unreasonably withheld, delayed or withdrawn. Where such Consent is given, the Tenant undertakes promptly to provide the Landlord or his Agent with the details of the new number. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted).

2.2.7 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to use of those services and Utilities.

2.3 Conditions of the Property, Repair and Cleaning

2.3.1 To keep the interior of the Property and all Fixtures and Fittings in the same state of repair (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985), order, preservation, condition and cleanliness as at the commencement of the Tenancy (Fair Wear and Tear and damage by accidental fire and the Insured Risks excepted) and to take reasonable and proper care in the use of the Property, its Fixtures and Fittings, and not to deliberately damage or alter the Property, its décor, Fixtures and Fittings either internally or externally.

2.3.2 To notify the Landlord or his Agent, as immediately as is practicable and preferably in writing, of any defect, damage or disrepair, which develops or occurs at the Property which might be, or might reasonably be expected to become a hazard or danger to life or limb or to the fabric of the Property itself. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an Emergency to restrict or diminish such immediate dangers or damage.

2.3.3 To make good all damages, breakages and losses to the Property and its Contents that may occur during the Term, caused by the act or omission of the Tenant, his invited guests or visitors (with the exception of Fair Wear and Tear). Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works which the Tenant is responsible for under this Agreement, to carry out the same within a reasonable time.

2.3.4 To test, at regular intervals, any battery operated smoke alarms and carbon monoxide detectors fitted in the Property and to replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or his Agent. The Tenant must also check the expiry date of the smoke alarm and is required to promptly inform the Landlord or his Agent in the event it has expired. The Tenant must ensure the carbon monoxide detector is not moved from its position within close proximity to the boiler or any solid Fuel appliances as installed by the Gas Safe Engineer.

2.3.5 Where the Tenant, his invited guests or visitors, are responsible by any action for cracked or broken windows or door glass on the Property, to promptly repair or replace such glass to the required specification.

2.3.6 To take care to replace or have replaced as appropriate, light bulbs, fluorescent tubes, fuses, plugs, batteries, filters, extractor fan filters and dishwasher/water softener salt etc. as and when necessary during the Tenancy and to ensure that all light bulbs, fluorescent tubes and fuses are in place and in working order at the end of the Tenancy. To follow the manufacturers or Landlord's instructions where instructions have been provided.

2.3.7 If the Tenant brings into the Property any Gas or Electrical appliance(s), he must ensure they are safe to use. A suitably qualified Gas Safe registered engineer must properly connect any Gas appliances to the appropriate pipe work in the Property. Any Gas or Electrical appliance which is, or becomes known to be, unsafe or dangerous to either the Occupants or the Property, must not be used and must be removed from the Property immediately by a suitably qualified Gas Safe registered engineer or Electrician. In addition, the Tenant agrees not to cause an overload of the electrical circuits by inappropriate use of appliances with an incompatible voltage level, multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

2.3.8 Not to use open fires in the Property except in fireplaces expressly authorised by the Landlord as appropriate for this purpose. The Tenant shall not burn any solid Fuels in the Property without the prior written Consent of the Landlord or the Landlord's Agent, such Consent will not be unreasonably withheld.

2.3.9 The Tenant is not permitted to access the roof without the Landlord's written consent except in the case of an Emergency.

2.3.10 The Tenant is not permitted to use barbeques on any roof terrace or balcony in the Property. Use of a barbeque is permitted only in areas designated for such use.

2.3.11 Not to damage the pipes, wire conduits, fittings and apparatus within or exclusively serving the Property and to keep the drains and gutters free from obstruction.

2.3.12 To be responsible for unblocking or clearing stoppages in any sink, basin, toilet, waste pipe or ventilation ducts which serves such fixtures if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant, his invited guests or visitors.

2.3.13 Ensure that only human waste and toilet paper are deposited in a toilet which operates on a Saniflow system. Should the Saniflow system fail due to misuse by the Tenant, his invited guests or visitors, this will result in the Tenant being liable for the costs associated with any repairs.

2.3.14 To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Property or on the driveways.

2.3.15 To take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. 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 Property, its Fixtures and Fittings.

2.3.16 In order to comply with the Gas Safety Regulations, it is necessary;

- a. That the ventilators provided for this purpose in the Property should not be blocked.
- b. That brown or sooty build up on any Gas appliance should be reported immediately to the Landlord or Agent.

2.3.17 At least once a Month and at the end of the Tenancy, clean all glass and internal and external window surfaces where possible and safe to do so.

2.3.18 To wash and clean all items that may have become soiled during the Term.

2.3.19 (If applicable) to pay for the emptying of the septic tank or cesspit throughout the Tenancy and at the end of the Tenancy, provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

- 2.3.20 (If applicable) to pay to have the Oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 2.3.21 (If applicable) to leave the Oil tank filled to the same level at the end of the Tenancy as at the commencement.
- 2.3.22 (If applicable) to pay to have the Oil system and boiler bled if the Tenant allows the Oil supply to run out.
- 2.3.23 To clean and disinfect any and all showerheads in the Property every six Months.
- 2.3.24 The Tenant must report if the hot Water is not heating properly or if there are any other problems with the Water system so that a repair can be actioned. As with any residential property, an Occupant must only drink Water from a main fed cold Water tap, i.e. to only drink from the kitchen tap and not from bathroom taps.
- 2.3.25 Not to hang any washing, clothes or articles outside the Property or otherwise than in such place as the Landlord may designate or permit, and not to hang or place wet or damp articles of washing upon any item or room heater.
- 2.3.26 Not to obstruct the windows or doors of the Property with any material other than appropriate window coverings, such as windows or blinds, depending on the window fittings provided by the Landlord.
- 2.3.27 Subject to the Landlord's obligations in clause 3.5.2, to ensure all Electrical, Gas and other appliances and apparatus including any television set or radio are kept in good working order and to pay for the immediate replacement of any parts which have become defective through negligence or ill-treatment by the Tenant, his invited guests or visitors.
- 2.3.28 Not to store or keep on the Property or any communal car park, any boat, caravan, commercial vehicle, portable building, shed or hut without the prior Consent of the Landlord or his Agent. Such Consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted). The Landlord reserves the right to withdraw, for reasonable grounds, and upon reasonable notice, any such Consent previously given.
- 2.3.29 Not to repair cars, motorcycles, vans or other commercial vehicles at the Property or in any common areas, apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.
- 2.3.30 Not to obstruct common passageways, staircases and hallways of the building or place or keep anything in them, such as bikes, pushchairs or other items, except with prior written Consent of the Landlord or the Landlord's Agent.
- 2.3.31 Not to hang or permit to be hung or exposed any clothes or other articles in any communal or shared garden or upon the exterior of the Property except where expressly permitted by the Landlord or the Landlord's Agent.
- 2.3.32 During the Tenancy, to take reasonable precautions expected of a householder to keep the Property free of infestation by insects, vermin, rodents or animal fleas.
- 2.3.33 As quickly as is practicable after receipt, to send to the Landlord or his Agent any formal or legal notice, orders or other similar document delivered to the Property by a third party which relate to, or might significantly affect, the Property, its boundaries or adjacent premises.
- 2.3.34 For the avoidance of doubt, the Tenant will not be under any obligation to pay for or to replace any houseplant that has been left in the Property, if the houseplant dies.

2.4 Fixtures and Fittings

- 2.4.1 Not to remove from the Property any of the Landlord's Fixtures or Fittings or to store them in the loft, basement, garage or outbuildings (if any) without obtaining the prior Consent of the Landlord or his Agent, such Consent will not be unreasonably withheld or delayed. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted). Where such Consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the Tenancy to return them, within reason, to the same places from which they were removed. Should any part of the Contents be lost, destroyed or so damaged as to be incapable of being restored to its former condition (except such items as may be destroyed or damaged by accidental fire unless the insurance maintained by the Landlord has been wholly or partly invalidated by any act or default by the Tenant) to compensate the Landlord in damages for replacing the item(s) or replace them with similar articles of at least equal value.

2.4.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Property and not to bring onto the Property the Tenant's own equipment or effects without the prior written Consent of the Landlord or Landlord's Agent, such Consent not to be unreasonably withheld.

2.4.3 If the Property is let to the Tenant as Furnished, not to bring to the Property any additional furniture without the prior written Consent of the Landlord or his Agent, such Consent not to be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted). The Landlord reserves the right to withdraw, for reasonable grounds, and upon reasonable notice, any such Consent previously given.

2.5 Alterations, Additions and Redecoration

2.5.1 Not to alter the appearance, decoration or structure of the Property or its Fixtures or Fittings either internally or externally and not to cut, maim, puncture or injure any of the walls, partitions or timbers in the Property, without first obtaining the prior Consent of the Landlord or his Agent. Such Consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted). Where such Consent is given, the Tenant will pay to the Agent a fee of £50.00 (inclusive of VAT) to alter this Agreement.

2.5.2 Not to permit any waste, spoil or destruction to the Property.

2.5.3 Not to fix or hang any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose without the Landlord's prior written Consent, such Consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted).

2.5.4 Not to place or fix any aerial, satellite dish notice, advertisement, sign, flag, placard or board onto the Property (either externally or internally) or install Cable television without first obtaining the prior Consent of the Landlord or his Agent. Such Consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted). Where granted, the Tenant will meet all costs of installation and subsequent removal (if required) and thereafter make good any resultant damage or redecoration if so required by the Landlord. The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such Consent previously given.

2.5.5 Not to keep on, or bring into the Property, any inflammable, combustible, offensive or dangerous fluids, Fuels or other materials, or any Gas paraffin (apart from properly stored Fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Property or the health of its Occupants or of the neighbours.

2.6 Empty Property

2.6.1 Before leaving the Property vacant for any continuous period of 14 Days or more during the Term, to provide the Landlords or Landlord's Agent with reasonable notice.

2.6.2 To ensure that at all times when the Property is vacant all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated.

2.6.3 If the Property is vacant for a period of more than 14 Days, the Tenants should allow the Water to run from all outlets in the Property for one minute before consuming or otherwise using the Water.

2.6.4 To take reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the Months of November to February, to prevent damage by frost or freezing occurring to the Property, its Fixtures or Fittings.

2.7 Access and Inspection

2.7.1 The Landlord and Agent have a right to retain a set of keys for the Property, which shall only be used with the prior consent of the Tenant, except in an Emergency.

2.7.2 To permit the Landlord, his Agent, Superior Landlord or authorised workmen, upon a minimum of 24 hours prior written notification (except in case of an Emergency), to enter the Property during working hours, or at other reasonable times including at weekends in order to fulfil obligations under this Agreement or relevant legislation.

2.7.3 In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal notice), to permit the owner of neighbouring premises or their authorised workmen or their professional advisers, access to the Landlord's Property in order to carry out any work required to the Property or the

neighbouring premises. If the Tenant shall receive a notice under the Party Walls etc. Act 1996 from the owner of the adjoining Property then the Tenant shall forward it to the Landlord or his Agent within a period of five Working Days of receipt by the Tenant.

2.7.4 To permit the Agent and/or Landlord, upon a minimum of 24 hours prior written notification to enter the Property within the first three Months of the Tenancy and every six Months thereafter from the commencement of the Tenancy to complete an inspection in order to assess the general condition and maintenance of the Property and assess the Tenants compliance with the terms of the Tenancy. If, during these inspections, there are found to be any reasons at the Landlord's and or Agent's sole discretion, to believe that the Tenant may be breaching this Agreement, the Agent and/or Landlord reserves the right to carry out follow up visits of a frequency greater than every six Months, with no less than 24 hours prior written notice, to ensure compliance with the terms of this Agreement. Notwithstanding the above, the Tenants will be entitled to quiet enjoyment of the Property and wherever possible the frequency of our inspections will be reduced.

2.7.5 During the last two Months of the Tenancy to permit, at the discretion of the Landlord or his appointed agent, a For Sale or To Let board to be displayed on the Property. In the event of the Landlord wishing to sell the Property with the benefit of the Tenancy, the Tenant permits the Landlord or his appointed agent to erect a For Sale board at the Property at any time during the Tenancy.

2.7.6 During the last two Months of the Tenancy, upon a minimum of 24 hours prior notification, to permit the Property to be viewed during working hours and/or at other reasonable times including weekends, by prospective Tenants, Purchasers, Mortgagees, or Surveyors who are authorised to do so by the Landlord or his appointed agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his appointed agent or representative will accompany these viewing appointments.

2.7.7 To permit the Landlord or the Landlord's appointed agent or anyone with the authority of the Landlord or Landlord's appointed agent by reasonable prior appointment to show the Property to any potential Purchasers, Surveyors or estate agents, in the event of the Landlord wishing to sell or otherwise deal with the reversion of the Property with the benefit of the Tenancy at any time during the Tenancy.

2.7.8 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Property.

2.8 Leasehold (Head Lease) or Freehold Covenants and Restrictions

2.8.1 Where applicable, and provided that the Tenant is notified prior to the commencement of the Tenancy in writing or by the provision of copy documents of any non-financial covenants, agreements or restrictions contained in any Superior or "Head Lease", or "Deed of Covenant" affecting the Property which may bind the Landlord (as Lessee under the Head Lease);

- a. The Tenant, invited guests or visitors in the use or occupation of the Property, agrees to observe and not breach or contravene any terms in the Head Lease or Deed under which the Landlord holds the Property, which outline any agreements or restrictions, which may bind the Landlord (and his Tenant).
- b. The Tenant accepts that the covenants conditions, provisions, and agreements set out in the Head Lease may be worded in legal language and that the Tenant has been advised to consider carefully and if necessary to seek their own legal advice as required.
- c. The Tenant will comply with all and any new regulations relating to the building which may be introduced from time to time, and which are notified to the Tenant in writing, and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of the same.
- d. The Tenant agrees not to do or permit anything to be done which under the terms of the Head Lease requires the approval of the Superior Landlord without obtaining such approval. Any application seeking approval from the Superior Landlord must in the first instance be submitted to the Landlord or Landlord's Agent.

2.9 Refuse

2.9.1 To remove all rubbish from the Property and to place in a proper receptacle (after placing the rubbish in a plastic bag or bin liner) and ensure that it is regularly collected by the local authority and, where appropriate, to keep the receptacle only in a place on the Property approved by the Landlord.

2.9.2 Not to place rubbish anywhere in the common areas at any time.

2.9.3 Comply with any local arrangements for the disposal of large items.

2.10 Garden

2.10.1 Not to dig up, cut down or damage any trees, shrubs, bushes or timber (if any) or alter the layout of the garden, except with the prior Consent of the Landlord or his Agent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted).

2.10.2 To cut the grass (if any) of the Property with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), pond (if any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if any) as tidy, weed free and in seasonal order as at commencement of the Tenancy.

2.11 Usage

2.11.1 To use the Property only as a single private residence for the occupation of the Tenant or Permitted Occupier (as applicable) and not to carry on any formal or registered trade, business or profession there. For the avoidance of doubt, using the address of the Property on letterhead or business cards is not permitted. The Tenant is not prevented from working at the Property provided he has an alternative designated business premises from which he operates his trade or profession. The Tenant must not hold or allow to be held any large meeting or gathering at Property or any sale by auction thereon.

2.11.2 Not to use the Property, or knowingly allow it to be used, for illegal, immoral purposes or improper use.

2.11.3 Not to use or consume in or about the Property during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by Statute.

2.12 Nuisance or Noise

2.12.1 Not to do anything or allow anything to be done at the Property which is a nuisance, annoyance or may reasonably be considered anti social behavior. This includes making any unreasonable noise by loud shouting or singing, playing of piano or any other musical instrument, record player, radio, stereo system or other such appliance or television receiving set or cause damage or inconvenience to the Landlord or the occupier(s) of any adjoining premises, particularly where the noise is audible outside the Property between the hours of 11.00pm and 8.00am.

2.12.2 To notify the Landlord or the Landlord's Agent of any complaint received (howsoever received) in respect of the Tenant's occupation of the Property.

2.13 Assignment, Variations to the Tenancy, Subletting and Permitted Occupiers

2.13.1 Not mortgage or charge the benefit of this Agreement, nor to sublet, market for letting, take in lodgers or paying guests, part with possession of the Property, or let any other person live at the Property, without the prior Consent of the Landlord or his Agent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted). The Landlord or his Agent reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such Consent previously given.

2.13.2 Not to assign the Tenancy of the Property or any part of it without the Landlord's prior Consent, which will not be unreasonably withheld or delayed. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted).

2.13.3 The Tenant must not allow any additional Permitted Occupiers other than those specified in clause 1.6 without the Landlord's prior written Consent due to House in Multiple Occupation Regulations and Licensing Regulations. The Landlord may be prosecuted and fined if the number of Occupants exceeds the legal requirement. The Tenant agrees that the Property is let on the condition that it is occupied by no more than four Occupiers, including children, unless those Occupiers form one Household. If the Tenant wishes to have more than four Occupiers from more than one family group within the Property, the Tenant must gain the Landlord's written Consent. If there are more than four Occupiers not in a single family group residing in the Property without the Landlord's Consent then the Landlord will seek a court order for possession of the Property as he may be in breach of his Statutory obligations.

2.13.4 If the Tenant requests a variation, assignment or novation of the Tenancy, subject to the Landlord's written Consent, which will not be unreasonably withheld or delayed, the charge payable to the Agent will be £50.00 (inclusive of VAT), or any reasonable associated costs if higher.

2.14 Animals and Pets

2.14.1 Not to keep or allow to be kept on the Property or any part thereof any animal, bird, fish or reptile (or any other living creature that may cause damage to the Property, or annoyance to neighbours) without the Landlord's prior Consent, which will not be unreasonably withheld or delayed. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing

of any such Consent granted).

2.15 Smoking

2.15.1 The Tenant agrees not to smoke or allow any family member, invited guests or visitors to smoke any cigarettes, cigars, pipes, tobacco, e-cigarette or any other substance in any part of the Property, stairwells or any other common parts without the Landlord's prior Consent, which will not be unreasonably withheld or delayed. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted).

2.16 Immigration Act

2.16.1 To promptly respond to any information requests by the Landlord or his Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status and the immigration status of any person over the age of 18 permanently residing at the Property.

2.16.2 The Tenant shall, upon receipt of any communication concerning their residency status, or the residency status of any person over the age of 18 permanently residing in the Property, in the United Kingdom from a relevant Government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

2.17 Insurance

2.17.1 Not to deliberately do anything and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the Property or its Contents and not to do anything by which any policy of insurance effected by the Landlord on the Property or the Contents therein may become void or voidable. In accordance and upon request, the Tenant can be provided with a written copy of the Schedule of Insurance for the Property and they will be expected to comply with the conditions therein.

2.17.2 Not to cause the rate of premium on the Landlord's insurance policy to be increased. The Tenant agrees to indemnify the Landlord for any sums from time to time paid by way of increased premium and all expenses incurred by the Landlord for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited guests or visitors, in breach of this Agreement.

2.17.3 In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Property or its Contents, to promptly inform the authorities as appropriate and the Landlord or his Agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord or his Agent to assess whether to make a claim on any relevant insurance policy.

2.17.4 It is strongly recommended that you take out Tenant's liability insurance cover for a minimum of £2,500 for any accidental damage you may cause to the Landlord's Fixtures and Fittings. John Shepherd Birmingham can arrange a quote for you through one of our partners, but you can source this from any provider you wish.

2.17.5 To be responsible for insuring any items introduced into the Property by the Tenant during the period of the Tenancy. For avoidance of doubt, the Landlord's buildings insurance and Tenants liability insurance does not cover possessions belonging to the Tenant and the Tenant is therefore responsible for taking out contents insurance cover to protect their own belongings and valuables should they require it. John Shepherd Birmingham can arrange a quote for you through one of our partners, but you can source this from any provider you wish.

2.18 Security and Burglar Alarm

2.18.1 To fasten securely all locks fitted to doors and windows of the Property and ensure the burglar alarm (if any) is set (in accordance with the instructions, if provided) at night and when the Property is left unattended. In particular all keys must be removed from the locks and not left in view and when the Household has retired for the night, all external doors and windows must be secured other than windows in occupied bedrooms.

2.18.2 Not to change, alter, add or to otherwise damage any locks or bolts on the Property (except in the case of an Emergency) without the prior Consent of the Landlord or his Agent. Such Consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted). Where any new or additional locks or bolts are fitted to the Property, to promptly provide the Landlord or his Agent, at the Tenant's expense, with an appropriate set of keys.

2.18.3 If any lock is installed in the Property without the Landlord's prior written Consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

2.18.4 Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Property, the Tenant shall be responsible to pay for any associated costs that may be incurred.

2.18.5 To notify the Landlord or Landlord's Agent immediately, if any keys or other security devices belonging to the Property are lost and/or damaged and to pay or be liable to pay the costs in replacing or repairing the locks or other security devices.

2.18.6 Not to change any burglar alarm codes (if any) without the prior Consent of the Landlord or his Agent. Such Consent will not be unreasonably withheld and where such Consent is given, to promptly provide the Landlord or his Agent with the relevant new code. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such Consent granted).

2.18.7 The Tenant is responsible to pay for any costs for the repair or resetting of the system that may be incurred by the Landlord, arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

2.18.8 Notify the Landlord or his Agent immediately upon becoming aware of any burglary or attempted burglary on the Property.

2.18.9 The Tenant will not interfere with any door closer mechanisms.

2.19 End of Tenancy

2.19.1 To return all keys/fobs to the Property (including any new or additional or duplicate keys/fobs cut or ordered during the Tenancy) to the Landlord or his Agent promptly on the last Day of the Tenancy/during office hours and to pay the cost of replacing any lock where such keys are missing. In addition, to leave any meter cards and utility keys with the metering equipment in the Property.

2.19.2 To clean to a good domestic standard, the Property, its Fixtures and Fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the Tenancy. To provide, upon request, receipts to the Landlord or his Agent to demonstrate compliance with this clause.

2.19.3 To remove all the Tenant's refuse and rubbish from within the Property and to ensure that it is stored outside in Property receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal.

2.19.4 To restore the Landlord's items in the same area of the Property (as far as is practicable) as at commencement of Tenancy, subject to the Inventory and or Schedule of Condition.

2.19.5 If the Tenant shall not keep an appointment made by the Landlord or his Agent to check the Inventory and in the case of the check-out should the Tenant fail to keep the appointment previously agreed or refuses to attend the Property at the time of the check-out, any assessment made by the Landlord or his Agent of the compensation or other sums payable by the Tenant shall be final and binding on the Tenant.

2.19.6 To arrange readings of the Gas, Electricity and Water meters, if applicable, at the end of the Tenancy and at departure of the Property.

2.19.7 The Tenant will also ensure that all suppliers are provided with final meter readings and the accounts are paid up in full and final settlement. All other bills, including but not limited to; Council Tax, telephone and internet provider, must be informed of the Tenancy end date and final bills settled.

2.19.8 To deliver up the Property with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at commencement of the Term and in accordance with the Tenants obligations.

2.19.9 To remove all the Tenant's (his family or visitors) belongings, personal effects, foodstuffs or furnishings, equipment and vehicles from the Property on or before the last Day of the Tenancy.

2.19.10 Any of the Tenant's belongings, personal effects, foodstuffs, furnishings, equipment and vehicles belonging to the Tenant or members of the Tenant's Household which have not been removed from the Property within 14 Days after the expiry of the Tenancy shall be deemed to have been abandoned, provided that the Landlord has used reasonable endeavors to give written notice of the same to the Tenant. After this time the Landlord or his Agent, may dispose of any such abandoned goods or personal effects as he sees fit. The Tenant shall in any event, be responsible for any costs of arranging such removal, storage, disposal or sale of such items. Any costs will remain the liability of the Tenant.

2.19.11 The Tenant shall pay by way of damages to the Landlord any additional expenses, which the Landlord has incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any belongings, personal effects, foodstuffs, furnishings, equipment or vehicles belonging to the Tenant have been removed from the Property.

2.19.12 The Tenant will arrange for the return of any hired equipment or appliances (which the Tenant has hired or rented for his use at the Property) to the hire company prior to the end of the Tenancy.

2.19.13 To provide promptly as soon as is practicable just before or immediately at the end of the Tenancy a forwarding or correspondence address, email address and telephone number where the Tenant can be contacted after the Tenant has vacated the Property, to the Landlord or his Agent, for ease of administration and communication between the Parties and change of Utilities. Failure to provide a forwarding address, the Landlord or Landlord's Agent shall be entitled to instruct enquiry agents to obtain such address and trace the Tenant as required.

2.20 THE TENANT acknowledges that:-

- a. Any agreement or obligation on the part of the Tenant (whosoever expressed) to do or not to do any particular act or thing, shall also be construed as an obligation on the part of the Tenant, not to permit or allow the same act on the part of any other person(s).
- b. To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant, of any obligation contained within this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a Court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant Court.
- c. The Tenant complied with the Landlord's Agent's requirements and completed the Tenant's Application Form and answered each and every question truthfully and faithfully and he may be held in breach of this Agreement if he failed to do so.
- d. The Rent shall increase on an annual basis in line with the Retail Price Index (RPI) plus 2% (subject to a maximum of 7.5%). This is subject to negotiation by both Parties to this Agreement.
- e. The Tenant shall pay the Council Tax in respect of the Property provided always that in the event of the Landlord or the Landlord's Agent paying such tax, whether under a legal obligation or otherwise, the Tenant shall reimburse that Party upon demand.
- f. Immediately before entering into this Agreement, he was not himself or jointly with any other person a protected or Statutory Tenant of a Property.
- g. He declares that for the duration of the Tenancy hereby created, the Property is to be his main and principal home as defined within Part 1 Section 1 of the Housing Act 1988.

3.0 Landlords Obligations

Please note: These are the things the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this Agreement or of his Statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek other legal remedies against the Landlord.

THE LANDLORD agrees to the following:-

3.1 Deliver Up the Property

3.1.1 At the commencement of the Tenancy deliver;

- a. The Property and Contents in a tidy condition and clean to a professional standard.
- b. The Property free from all personal possessions belonging to the Landlord and any rubbish removed.
- c. Any working chimneys swept and clean.
- d. All gutters, drains and down pipes clear and free of debris.
- e. All appliances, smoke and carbon monoxide detectors in proper working order.
- f. Provide upon request receipts to demonstrate compliance with this clause.

3.2 Quiet Enjoyment

3.2.1 The Tenant paying the Rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peacefully hold and enjoy the Property during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, or through in trust for the Landlord. The Landlord will not cut off Utilities, change the locks to the Property or enter the Property without consent at any time during the Tenancy.

3.3 Insurance

3.3.1 To keep the Property and the Landlord's Contents (if any) insured for such sums (or use his reasonable endeavors to ensure that any Superior Landlord or Freeholder do so) and on such terms as the Landlord feels appropriate against fire and other Insurable Risks normally covered by a comprehensive Household policy and any other such risks as the Landlord considers necessary from time to time. The Landlord will not be in breach of the provisions of this clause if the policy is made void by any act or omission, or default of the Tenant, his family or visitors.

3.4 Interest and Consents

3.4.1 The Landlord confirms that he is the Sole or Joint owner of the Leasehold or Freehold interest in the Property and that all appropriate consents necessary for him to sign this Agreement (whether from Superior Landlords, Mortgagees, Insurers or others) have been obtained.

3.4.2 The Landlord also confirms that he is not aware of any works or development to any premises or buildings in the neighbouring area, which may prevent the Tenant from his quiet enjoyment of the Property.

3.4.3 To pay all taxes, assessments, ground rent, service charges, impositions, mortgage payments and other outgoings payable in respect of the Property during the Tenancy, except for charges herein agreed to be paid by the Tenant.

3.5 Repair

3.5.1 To maintain the Property, the Contents therein and all mechanical/electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord (as included in the Check-In Inventory) in good repair during the Tenancy. Except in respect of damage or through negligence or misuse caused by the Tenant, his invited guests or visitors and not including maintenance or repair for which the Tenant is liable under clause 2.3 herein.

3.5.2 To comply with the requirements of Section 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes obligations on the Landlord;

- a. To repair the structure and exterior (including drains, gutters and down pipes) of the Property as well as keeping the exterior of the Property decorated to ensure that any woodwork does not rot.
- b. To keep in repair and proper working order the installations in the Property for the supply of Water, Gas, Electricity and sanitation (including showers, taps, basins, sinks, bath and sanitary conveniences such as toilets and bidets), but not other Fixings, Fittings and appliances for making use of Water, Gas or Electricity.
- c. To keep in repair and proper working order the installations in the Property for space heating and heating Water.
- d. To carry out all repairs within a reasonable time of being notified of the need of repair.

In determining the standard of repair required by the Landlord under this clause, the age, character and prospective life of the Property and the locality in which it is situated will be taken into consideration.

The acceptance of Rent by the Landlord or the Landlord's Agent, shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenants obligations contained within this Agreement.

The Landlord agrees to repay to the Tenant any costs incurred by the Tenant to remedy the failure of the Landlord to comply with his Statutory obligation, provided it is understood that the Landlord's repairing obligations referred to above shall not be interpreted as requiring the Landlord to;

- a. Carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Property in a Tenant-like manner.
- b. To rebuild or reinstate the Property in the case of destruction or damage by fire or by tempest, flood or other inevitable accident.
- c. To keep in repair or maintain anything that the Tenant is entitled to remove from the Property.

3.5.3 The Landlord shall take all reasonable steps to ensure that the Property shall comply with the Homes (Fitness for Human Habitation) Act 2018.

3.5.4 To be responsible for any pest infestation which was in existence at the Property at the commencement of the Tenancy or as a result of a failure to repair by the Landlord or if the infestation arose from any common area under the control of the Landlord.

3.5.5 Where the Landlord supplies a working burglar alarm at the Property at the commencement of the Tenancy, to keep it in working order and repair but only where such a repair is not caused by negligence or misuse by the Tenant, his invited guests or visitors.

3.5.6 Where the Property forms part of a building owned by the Landlord, use reasonable endeavors to keep the common areas, i.e. hallways, passageways, staircases and lifts adequately lit and clean and that any other maintenance and repairs affecting the Property which are the responsibility of any Superior Landlord or Freeholder under the terms of any Head Lease are carried out as quickly as practicable with the minimum of disruption and inconvenience to the Tenant.

3.6 Safety Regulations

3.6.1 Where applicable all upholstered furniture, soft furnishings, beds, mattresses, pillows, and cushions supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

3.6.2 The Gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Record will be given to the Tenant upon signing this Agreement.

3.6.3 The Electrical appliances at the Property comply with the Electrical Equipment (Safety) Regulations 2016 and the Plug and Sockets etc. (Safety) Regulations 1994.

3.6.4 The Electrical installations at the Property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and that a copy of the Electrically Installation Condition Report (EICR) will be given to the Tenant upon signing this Agreement.

3.6.5 Ensuring that the Property is compliant with Health and Safety Executive from ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. The Landlord will properly undertake a Legionella risk assessment and, if necessary, make any required changes to the Water system of the Property.

3.6.6 In accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 the Landlord has provided a smoke alarm on every floor of the Property on which there is a room used wholly or partly as living accommodation; and a carbon monoxide detector/alarm in any room used wholly or partly as living accommodation which contains a solid Fuel burning combustion appliance, and ensured that all such alarms and detectors are in working order on the first Day of the Tenancy. It is also advisable that the Landlord arranges for detectors to be fitted in a Property where there is a Gas or Oil boiler because although this is not covered within the Regulations, these appliances produce carbon monoxide fumes.

3.7 Overseas Landlords

3.7.1 Where the Landlord's normal place of residence is not in the United Kingdom, he agrees to nominate a representative or appoint an agent to whom the Rent due under this Agreement shall be paid. If the Landlord fails to appoint such a representative or agent, the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the Rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident Landlords.

3.8 Energy Supplier

- a. The Landlord hereby authorises the Agent, as its agent, to appoint the Agents preferred energy supplier as the Electricity and/or Gas supplier for the Property; however, this will not prevent the Landlord from changing to a different energy provider if desired.
- b. The Landlord agrees that the Agent may pass the Landlord's name and contact details to the Agents preferred energy supplier for the purposes of:
 - i. Registering the Electricity and/or Gas meters at the Property with the Agents preferred energy supplier, providing Electricity and Gas to the Property and administering the Landlord's account;
 - ii. Registering the Landlord with the relevant local authority for the payment of Council Tax; and
 - iii. Registering the Landlord with the incumbent Water supplier to the Property. The Water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

4.0 General - All Parties to this Agreement Should Read These Clauses

The following clauses contained within (clauses 4.1, 4.2, 4.3, 4.4 and 4.5) set out the ways in which this Agreement may be brought to an end by either Party. In addition, these clauses set out the procedures, which the Tenant or the Landlord shall use when the Tenancy is brought to an end.

4.1 Notices

4.1.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987, that the address at which notices (including notices in proceedings) may be served upon the Landlord is;

c/o John Shepherd Birmingham, 33 Colmore Row, Birmingham, B3 2BS

4.1.2 In accordance with Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the Landlord or his Agent delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this Agreement or any Act of Parliament to the Property (or the last known address of the Tenant if different) by hand or sends it by recorded or registered delivery or by first class post addressed to the Tenant, then the Tenant will be treated as though they have received it. In accordance with the Electronic Communication Act 2000, the delivery of any notice via electronic communication to the Tenant would be treated as though they have received it on the Day, which it was sent.

4.1.3 Any notice served by the Tenant using normal hand delivery must be deemed served on the Landlord at the address stated in clause 4.1.1. If served before 4.30pm it will be deemed served on that Day; or in any other case, the next business Day after the date it was delivered.

4.1.4 Any notice served by the Tenant using first class post, on the Landlord at the address as stated in clause 4.1.1, will be deemed as served two Working Days after postal date. Proof of service will be required including a Certificate of Posting or Recorded Delivery, or copy of notice letter receipted by Landlord or Landlord's Agents. For the avoidance of doubt, the Tenant should check that notice has been received by the Landlord or Landlord's Agent.

4.1.5 Notices and other documents may be served by email on the Tenant at the following email address, provided by the Tenant at the start of the Tenancy, and which the Tenant has confirmed as being their own. The notice or document will be deemed served on the Tenant at the start of the next Working Day. (This may be left blank where the Tenant does not agree to this clause):

Victor Akaninyene chimsom Nyoyoko - vfranktor@gmail.com

4.1.6 The Tenant may serve notice or any other documents by email to the following email address, which the Agent/Landlord has confirmed as being their own. The notice or document will be deemed served on the Agent/Landlord at the start of the next Working Day. (This may be left blank where the Agent/Landlord does not agree to this clause):

lettings@johnshepherd.com

4.1.7 Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in clause 4.1 of Practice Direction 6A of the Civil Procedure Rules.

4.1.8 If the email is sent on a business Day before 4.30pm then it shall be deemed served that Day; or in any case, the next business Day after the Day it was sent.

4.1.9 Where the Tenancy becomes a periodic Tenancy at the end of the fixed Term period the Tenant is required to give at least 28 Days' notice (or one Month in the case of a Monthly Tenancy) in writing to end the Tenancy. The Tenant's notice must end on the first or last Day of a period of the Tenancy in accordance with the common law rules. The Landlord is required to give at least two Months' notice in accordance with the Statutory rules prescribed by Section 21 of the Housing Act 1988 but the Landlord's notice does not need to expire on the first Day of a period of a Tenancy.

4.2 Forfeiture - Right of Re-Entry

4.2.1 The law (Protection from Eviction Act 1977) gives Tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a Landlord's rights, except in certain circumstances, to evict from, or prevent a Tenant from living in, Property subject to an existing Tenancy Agreement without first obtaining a court order.

4.2.2 For the Landlord to commence legal proceedings to repossess the Property on a breach of the Tenancy (where the Tenant had failed to remedy the breach in good time), which might result in the Court evicting the Tenant or issuing a court order terminating the Tenancy earlier than might otherwise be lawful.

For the avoidance of doubt:-

In order to exercise his legal rights under this clause, a Landlord will first need to obtain a court order.

- a. If at any time the Rent, or any part of the Rent, shall remain unpaid for 14 Days after becoming due, whether;
- b. Formally demanded or not, and/or;

- c. If any major agreement or major obligation on the Tenant's part is not performed or observed, and/or;
- d. The Tenant shall become bankrupt, go into liquidation or make any arrangements with his creditors or suffer any distress or execution to be levied on his goods, and/or;
- e. The Property shall be abandoned or;
- f. If any of the grounds 2, 7A, 8, 10-15 or 17 as set out in Schedule 2 of the Housing Act 1988 apply.

4.2.3 Grounds upon which the Landlord can recover possession during the fixed Term are set out in the Grounds of Schedule 2 of the Housing Act 1988 (as amended) and which are referred to in this Agreement.

These are as follows (where applicable):

Mandatory Grounds

Ground 2 At the start of the Tenancy the Tenant was advised that the Landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

Ground 7A In order for possession to be granted by the Court, any one or more of the following conditions must be met;

- a. The Tenant, or a person residing in or visiting the Property, has been convicted of a serious offence;
- b. A Court has found in relevant proceedings that the Tenant, or a person residing in or visiting, the Property has breached a provision of an injunction under Section 1 of the Antisocial Behaviour Crime and Policing Act 2014;
- c. The Tenant, or a person residing in or visiting the Property, has been convicted of an offence under Section 30 consisting of a breach of a provision of a criminal behavior order prohibiting a person from doing anything described in the order;
- d. The Property is or has been subject to a closure order under Section 80 and access has been prohibited (under the closure order or under a closure notice issued under Section 76 of that Act) for a continuous period of more than 48 hours;
- e. The Tenant, or a person residing in or visiting the Property, has been convicted of an offence under Section 80(4) of the Environmental Protection Act 1990, or Section 82(8) and the nuisance was noise emitted from the Property which was a Statutory nuisance for the purposes of Part 3 of that Act by virtue of Section 79(1)(g), i.e. the noise emitted from the Property was prejudicial to health or a nuisance.

Ground 8 Both at the time of serving the notice of the intention to commence proceedings and at the time of the Court proceedings there is;

- a. At least eight weeks Rent unpaid where Rent is payable Weekly or fortnightly;
- b. At least two Months Rent is unpaid if Rent is payable Monthly;
- c. At least one quarters Rent is more than three Months in arrears if Rent is payable quarterly;
- d. At least three Months Rent is more than three Months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10 Both at the time of serving the notice of the intention to commence proceedings and at the time of the Court proceedings there is some Rent outstanding;

Ground 11 There is a history of persistently late Rent payments;

Ground 12 The Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

Ground 13 The condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

Ground 14 The Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15 The condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

Ground 17 The Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

4.2.4 The Landlord may re-enter the Property provided he has complied with his Statutory obligations and has obtained a court order and at that time the Tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this Agreement.

4.3 Re-Instatement of Property Rendered Uninhabitable

4.3.1 If the Property or any part of it is destroyed or made uninhabitable by any Insured Risk, the Rent or a proportion according to the nature and extent of the damage sustained will cease to be payable until the Property has been rendered fit again for occupation, unless the Landlord's insurance has been invalidated by the Tenant (or the Tenant's Occupants, invited guests or visitors) or the Insurer pays the cost of rehousing the Tenant. If the Insurer does not pay for the cost of rehousing the Tenant, the Landlord has no obligation to rehouse the Tenant.

4.3.2 If the Landlord and Tenant do not mutually agree on the proportion of Rent payable, either Party may at any time apply to an Independent Surveyor to act as an expert in determining the dispute and who's decision shall be final and binding, in accordance with the Arbitration Act 1996 and subject to the following;

Both Parties are in agreement to doing so and will pay the cost thereof in equal shares or in such shares as the arbitrator may determine, and;

It is understood that this clause does not affect either Party's right to pursue a dispute through the Courts in the usual way.

4.3.3 If the Property is not made habitable within one Month, either Party to this Agreement may terminate this Agreement by giving immediate written notice to the other Party. If the Tenant has paid Rent in respect of any unexpired period of the Tenancy, the Landlord will repay the overpayment to the Tenant.

4.3.4 It is understood that the Landlord shall not be liable to pay any additional compensation to the Tenant.

4.4 The Rights of the Mortgagee

4.4.1 The Landlord hereby gives the Tenant notice that possession of the Property might be recovered on Grounds 1 and 2 of Part 1 of Schedule 2 of the Housing Act 1988 namely if, as the Property is subject to a mortgage granted before the Tenancy, the mortgagee should become entitled to exercise a power of sale and should require possession of the Property for the purpose of disposing of it with vacant possession in exercise of that power.

4.5 Surrender of the Tenancy by the Tenant

4.5.1 Should the Tenant wish to vacate the Property before the end of the fixed Term Agreement and the Landlord or his Agent agrees in writing to a voluntary surrender of the Agreement subject to the terms set out herein, then the Tenant shall be released from the Tenancy with one Months written notice on condition that he pays the Rent in full until the notice expires and an additional amount of compensation to the Landlord equivalent to two Months Rent. In addition, the Tenant shall be responsible for the payment of the Landlord's re-letting costs, which will be chargeable at the current rate at the time when this process is completed. The Tenant will be responsible for the Rent due and all other obligations (including Council Tax and all other Utilities) under the terms of this Agreement until the one Months notice period expires. The compensation sum of two Months Rent and the Landlord's re-letting costs shall be paid by the Tenant upfront, prior to the Landlord's/Landlord's Agent's acceptance of the notice.

4.5.2 In the event of a sole Tenant dying within a fixed Term period, a Weeks notice can be given verbally or in writing from the nearest relative or person appointed to deal with the late Tenants affairs. On receipt of notice, the Landlord will be sent an acknowledgement letter confirming a termination date. The Property must be left empty and in a good condition, any items remaining will be disposed of and the Tenant shall in any event be responsible for any costs of arranging such removal, storage, disposal, or sale of such items. The estate will be liable for the repair or replacement if damage to the Property has been caused deliberately or by neglect, including failure to report disrepair to the Landlord or the Landlord's Agents. The estate will not have to pay for Fair Wear and Tear. The estate is also responsible for settling any outstanding charges in respect of the Property including Rent, Council Tax, Gas, Water and Electricity.

4.6 Stamp Duty

4.6.1 Where applicable, the Tenant will be responsible for paying his present or future liability for Stamp Duty Land Tax to HMRC. The Tenant will be obligated under the Finance Act 2003 to declare the Tenancy to HMRC and pay the Stamp Duty Land Tax, if applicable.

4.7 Data Protection and Confidentiality

4.7.1 The Agent may share details about the performance of obligations under this Agreement by the Landlord and Tenant and, where applicable, Guarantor and Permitted Occupier; past, present and future known address of the Parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders to help prevent dishonesty for administrative and accounting purposes; or for occasional debt chasing and fraud prevention purposes. Under the Data Protection Act of 2018 and Data Protection, Privacy and Electronic Communications (amendments etc) (EU Exit) regulations 2019 (SI 2019/429) you are entitled to see a copy of the personal information held about you, to have any personal information corrected where found to be incorrect and a right to be forgotten (subject to legislation and HMRC requirements). Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at <https://johnshepherd.com/privacy-policy/>.

4.8 Immigration Act

4.8.1 The Landlord or the Landlord's Agent on behalf of the Landlord is required by law to;

- a. Retain copies of the passports of the Tenant and all Permitted Occupiers over the age of 18 named in this Agreement, as well as any other documents provided to the Agent for the purpose of carrying out checks regarding any Occupiers 'Right to Rent' in the UK.
- b. Carry out further checks in the event the Tenant or any Permitted Occupier over the age of 18 has a time-limited Right to Rent, once such time expires. If at that stage it is evident that any person does not have the Right to Rent in the UK, there is a further obligation to inform the Home Office of this and provide them with details of who is living in the Property, where it is and what documents are held on file relating to them. This information may also be disclosed to the Home Office if it is necessary for the checks to be undertaken by the Home Office landlords checking service.
- c. In order to protect their position against any claims or legal issues that might arise in respect of the Property and the Tenancy, the Landlord and the Landlord's Agent reserves the right to retain all data and documentation for at least six years from the end of the Tenancy or for any longer limitation period which may apply.

4.9 Governing Law and Jurisdiction

4.9.1 This Assured Shorthold Tenancy Agreement and any dispute or claim arising out or in connection with its subject matter will be governed by and constructed in accordance with the law of England and Wales.

4.10 Contract Terms

4.10.1 If any provision of clause contained in this Agreement shall be held by a Court of law or other body to be unreasonable or unenforceable then such clause or provision of clauses shall be deemed a several part of this Agreement and all remaining clauses or provisions of the Agreement shall remain in full force and effect.

4.11 Third Party Rights

4.11.1 The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

5.0 The Deposit

5.0.1. No security Deposit has been taken. As a replacement the Landlord and the Tenant have agreed to use the services of Reposit Group Limited (Company number 09581330) whose registered office is at 37 Cremer Street, London, England, E2 8HD ("Reposit") and will be bound by the terms and conditions set out in the Reposit Supplier Agreement, the Reposit tenant agreement which they will agree to on the Reposit web platform, when creating a Reposit and the terms outlined in this Agreement.

5.0.2. The Tenant shall pay the service fee of one Week's Rent to Reposit prior to the commencement of this Tenancy Agreement. This service fee is non-refundable and is not a Deposit. The Tenant remains liable for all dilapidations and Rent arrears at the end of the Tenancy.

5.0.3. The Landlord or Agent on behalf of the Landlord may at the end of the Tenancy submit a charge to the Tenant via the Reposit web platform (www.reposit.co.uk) for the following reasons:

- a. Any damage or compensation for damage beyond reasonable wear and tear, to the Property, its Fixtures and Fittings or for missing items for which the Tenant is liable.

- b. Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remain unpaid after the end of the Tenancy.
- c. The reasonable costs incurred for rectifying or remedying any breach by the Tenant of the Tenant's obligations in the Tenancy Agreement including but not limited to those relating to the removal of items from the Property, cleaning of the Property its Fixtures and Fittings or repairs and maintenance arising from the Tenant's use of the Property.

5.0.4. It is agreed that the Landlord's Agent may receive a commission from Reposit in relation to any sums paid to it by the Tenant.

6.0 Special Tenancy Conditions

The following are special or additional clauses negotiated between the Parties.

No deviation from the terms of the Assured Shorthold Tenancy Agreement will be allowed without written authorisation from the Landlord or his Agent.

It is understood by all Parties to this Agreement that any clauses contained in the Special Tenancy Conditions, Section 6.0, supersede any terms within the main body of this Tenancy Agreement.

• Cleaning Clause

Individually at the end of the Tenancy the Tenant agrees to pay for the full cost of professional cleaning of the Property to include general cleaning and carpet cleaning. A suitable professional cleaning company will be appointed by the Landlord or Landlord's Agent at the end of the Tenancy if the Tenant does not provide an original professional cleaning receipt and the Tenant agrees to a cost being deducted from the Deposit equal to an amount between £100 minimum and £400 maximum depending on the type of property. Additional costs for cleaning may be charged against the Deposit or directly to the Tenants if found necessary at the end of the tenancy. The Landlord or Landlord's Agent will notify the Tenant verbally, by email or in writing to confirm the additional costs incurred (if any).

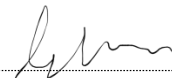
• Fourth Utility

It is understood by The Tenant that in accordance with the terms detailed within the Leasehold, the sole broadband provider set up to serve the development and individual apartments is The 4th Utility. Therefore, it is further agreed by The Tenant that they cannot switch Broadband provider for the duration of their Tenancy Agreement. The Tenant will indemnify the Landlord for any and all costs associated with the supply at the property.

7.0 Signatures

Signed by the Landlord's Agent:

John Shepherd Birmingham



13th of July 2022 08:49:50 UTC

Signed by the Tenant(s):

Victor Akaninyene chimsom Nyoyoko



12th of July 2022 18:34:39 UTC

REPOSIT ADDENDUM

No security Deposit has been taken. As a replacement the Landlord and the Tenant have agreed to use the services of Reposit Group Limited (Company number 09581330) whose registered office is at 37 Cremer Street, London, England, E2 8HD ("Reposit") and will be bound by the terms and conditions set out in the Reposit Supplier Agreement, the Reposit Tenant Agreement which they will agree to on the Reposit web platform, when creating a Reposit.

The Tenant shall pay the service fee of one week's rent to Reposit. This service fee is non-refundable and is not a Deposit.

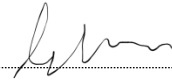
The Landlord or Agent on behalf of the Landlord may at the end of the Tenancy submit a charge to the Tenant via the Reposit web platform (www.reposit.co.uk) for the following reasons:

- Any damage or compensation for damage to the Property, its Fixtures and Fittings or for missing items for which the Tenant is liable.
- Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remain unpaid after the end of the Tenancy.
- The reasonable costs incurred for rectifying or remedying any breach by the Tenant of the Tenant's obligations in the Tenancy Agreement including but not limited to those relating to the removal of items from the Property, cleaning of the Property its Fixtures and Fittings or repairs and maintenance arising from the Tenant's use of the Property.

It is agreed that the Landlord's Agent may receive a commission from Reposit in relation to any sums paid to it by the Tenant.

Signed by the Landlord's Agent:

John Shepherd Birmingham



13th of July 2022 08:49:50 UTC

Signed by the Tenant(s):

Victor Akaninyene chimsom Nyoyoko



12th of July 2022 18:34:39 UTC

Out of Hours Emergencies

We are pleased to inform you that the above property is managed through ourselves. To therefore report all maintenance repairs that may arise at your property over the duration of your tenancy with ourselves then these can be reported via our online portal. You can report any and all maintenance issues easily, quickly and at any time of the day. Available in over 40 languages, you can keep updated with on-going work, submit photos and videos of the maintenance issue that you are reporting.

To Submit a maintenance request, simply log into the portal via - <https://johnshepherd.fixflo.com>

We are also pleased to inform you that we run an emergency Out of Hours facility for all of our Tenants in conjunction with an Out of Hours Maintenance Company. The Property Maintenance Line is 0121 321 1313 and please follow the instructions provided. The Emergency Out of Hours facility is for all of our managed tenancies. If you do find yourself in the unfortunate situation where you need to use this facility then to report this, simply log onto the portal to submit a maintenance request as usual and follow the instructions provided. The vast majority of property issues are non-emergencies and can be reported on the next business day to your Property Maintenance Department via your online Tenancy Portal through FixFlo.

Where we have informed you that there is a service agreement in place at the property i.e. Butco Gas Services or British Gas then any work will need to be controlled through this service agreement. If you do call out any other contractor, you may be liable for any costs incurred.

If you do find you need to call the Out of Hours contractor, a payment may be required to be made in advance, payment will be taken over the phone by debit or credit card. Once they have confirmed payment they will forward you an invoice/receipt and arrange for a contractor to attend. If the matter is a genuine emergency, you must forward the invoice to your Property Manager via email or post and we will arrange for a refund to be returned to you. Please note that if you arrange your own contractor to attend to an emergency we will do our upmost to ensure all costs are reimbursed, however, you may run the risk that the charge may not be reimbursed if this is deemed not to be an emergency.

Useful numbers:

Gas leak – National Grid on 0800 111 999 Fire - Fire Service on 999 Break In – Police 999

We hope that this is of help to you but if you are concerned or require any clarification of what an emergency is please contact your Property Maintenance Department.

How to Pay Your Rent

After you have paid your rent today on signing the tenancy agreement you will need to set up a **Standing Order** to pay your future rental payments, in accordance with your tenancy agreement. It is your responsibility as the tenant to ensure rent payments are paid on time.

This can be done by visiting your local bank/building society branch or using your online banking, in both instances you will need the information below;

Account Name Of Payee:	John Shepherd Lettings Client Account
Account Number:	23889039
Sort Code:	556149
Amount To Pay	<u>As per Tenancy Agreement</u>
Amount In Words	<u>As per Tenancy Agreement</u>
Reference:	JSB190209
Commencement Date:	Please set this up 3 days prior to your second monthly instalment. E.g. if payment is due on 12th of the month, please arrange for 9th.

This is not a Direct Debit and ALL rents must be paid by standing order mandate in accordance with the Terms and Conditions of your Tenancy Agreement.

Supporting Documents Checklist

I confirm I have received the following documents:

- Tenancy Agreement
- Department for Communities and Local Government How to Rent guide
- How to rent - The checklist for renting in England - Easy Read version
- How to Rent a Safe Home - A guide for current and prospective tenants in England
- Energy Performance Certificate for: 12, Newland House, 137-139 Hagley Road, Birmingham, B16 8UA
- Electrical Installation Condition Report for: 12, Newland House, 137-139 Hagley Road, Birmingham, B16 8UA
- Reposit Addendum
- Welcome to our Repair Reporting System document
- Standing order mandate document
- Frost Condensation fact sheet
- Client Money Protection Certificate

These documents are attached to the emails that I have received from John Shepherd Birmingham in conjunction with this tenancy application.

Signed by the Tenant(s):

Victor Akaninyene chimsom Nyoyoko

Victor Nyoyoko

12th of July 2022 18:34:39 UTC



FROST & CONDENSATION HELP SHEET

PREVENTION OF DAMAGE BY FROST OR CONDENSATION

FROST

We take this opportunity to remind you that, during the winter months of November to March, you do need to take precautions to avoid damage to the heating and plumbing systems in your home.

Please ensure to leave some background heating on during the day. If you are away from your home for any period of time, leave central heating on a low or normal setting to maintain a temperature of between 55/60 degrees Fahrenheit and leave the trap door to any roof space open. Central heating and hot water systems should be set on a timer so that they switch on for at least two hours in the morning and evening. Where possible, inner doors should be left ajar as this will allow warm air to circulate.

Alternatively, turn off the water supply at the main stopcock, open all hot and cold taps and drain the water from the storage tanks and pipes. Flush all toilets to empty the cisterns.

CONDENSATION

Condensation, which can cause mould growth and damage to soft furnishings and internal decoration, can be prevented.

Please ensure that adequate ventilation is provided at all times. Do not leave wet clothes on the radiator for any significant length of time, as this will cause damage to the paint or wallpaper.

We would be grateful if you could pay attention to this advice and thereby avoid unnecessary charges for damage or repairs that may occur, should you not take reasonable precautions.

Whilst this is general information, the characteristics of each individual property may be slightly different. If you are unsure how to take the appropriate measures to protect your home during cold spells or whilst you are away, please do not hesitate to contact either John Shepherd or your landlord, whichever is applicable.

Thank you for your co-operation.

GUIDELINES TO FOLLOW WHILST DEALING WITH CONDENSATION

WHAT IS CONDENSATION ?

Condensation is the major form of dampness affecting properties throughout the UK. It is caused simply by water vapour in the atmosphere forming water droplets. This can be seen when water droplets appear, for example on single glazed window panes. The source of the water can be attributed to various domestic activities. It may come from cooking, washing clothes, drying clothes, personal bathing and washing. In fact, normal breathing also adds significantly to the volume of water vapour present in the household atmosphere.

PROBLEMS RELATED TO CONDENSATION

The problems related to condensation in domestic properties are peeling wallpaper, crumbling plaster, spoiled paintwork, discolouration of carpets, curtains and furniture, an unpleasant smell and the growth of mould.

This mould growth may appear in various shades of green, yellow, pink, black, grey or white. It will form on almost any surface where it can find a good source of condensation and organic matter. Paint, plaster, timber, clothing and leather are common hosts to the spores, whilst paper and fibre building fabrics may be softened because some mould species are capable of digesting cellulose.

IS THERE A CURE ?

Yes. Adequate heating, adequate insulation and adequate ventilation will all control the production of condensation and cure all but that produced by unusually severe winter conditions. Heating is expensive and some people are reluctant to raise temperature levels adequately because of the cost.

Ventilation usually means opening windows and naturally householders are reluctant to do this in the cold weather because of the resulting heat loss. If ventilation can be produced unobtrusively with no heat loss then the major problem of high relative humidity and hence condensation can be alleviated.

DO's	DONT's
<i>Open windows whilst cooking or use extractor fan (if fitted)</i>	<i>Dry wet clothes on radiators</i>
<i>Position furniture way from walls</i>	<i>Close air vents</i>
<i>Wipe away condensation from windowsills</i>	<i>Close nights vents on UPVC windows</i>
<i>Open bathroom window during bathing</i>	<i>Turn off extractor fans when having bath or shower (if you have one)</i>
<i>Open cloakroom windows</i>	
<i>Turn on extractor fan whilst bathing or showering</i>	



CLIENT MONEY PROTECTION CERTIFICATE

Should a Propertymark Protected agent go into administration or misuse your rent, deposit or other funds, Propertymark will reimburse you whether you are a landlord or a tenant.

This certificate confirms your money is protected by the Propertymark Client Money Protection Scheme and that you can claim back money lost in the event of your letting agent going into administration or misusing your funds.

Your Propertymark Protection

Details of your agent

John Shepherd Lettings Limited

Trading as

John Shepherd Lettings

Scheme Reference number

C0015238

Is a member of Propertymark Client Money Protection Scheme
Arbon House, 6 Tournament Court, Edgehill Drive, Warwick CV34 6LG

HOW TO CLAIM

Simply go to propertymark.co.uk/complaints/client-money-protection/ and complete the CMP application form. We need to receive your application within 12 months of us being notified that a misappropriation has occurred.

You do not need to prove fraud. You only need to provide supporting evidence that you have not received the money you were legally entitled to, this may be in the form of your tenancy agreement or deposit protection certificate along with bank statements.

Your money is protected throughout the time that your agency is a member of the Propertymark Client Money Protection Scheme. If your agent leaves the scheme, they are required by law to notify you. All agents managing properties in England, Scotland or Wales are legally required to belong to a Government approved Client Money Protection scheme at all times and details of the scheme must be publicly available. If you discover at a later date that money has gone missing during the period of their membership of the scheme, you will still be covered even if they have subsequently left the scheme.

Unfortunately, we cannot make payments for any loss arising from war (whether foreign or civil), terrorism, rebellion, revolution, military uprising or any form of confiscation by the state.

Propertymark, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG

Audit Trail

Document ID: CO62CD6DAB8F0FA67626851657630123

Status: Completed

Note: All times are in UTC/GMT

July 12, 2022

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July 13, 2022

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