

Date: 07 October 2024

ASSURED SHORTHOLD TENANCY AGREEMENT

Before reading this document you should note the following:-

- Read this document carefully and raise any queries with your landlord/landlords representative
- Once signed and dated this Agreement will be legally binding and may be enforced by Court Proceedings. You should make sure that it does not contain terms that you do not agree with and that it does contain everything you want to form part of the Agreement (the "Agreement").
- At the same time, please be aware that you have the right to seek independent legal advice before signing, if you are unsure of the contents or your obligations under this Agreement.
- Check that any documents which form part of the Agreement are attached or are given to you at the start of the Tenancy.
- You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:
 - How to Rent Guide produced by HM Government
 - Energy Performance Certificate for your property
 - A current Gas Safety Certificate for your property – if there is a gas supply
 - Details of the scheme with which your deposit will be registered
 - "Prescribed Information" If any of these documents are missing when you come to sign your Agreement, please speak with your letting Operator as these documents are just as important as the Tenancy Agreement itself.
- As well as the Tenancy Agreement, you may be asked to sign the check-in or inventory which will list the landlord's fixtures and fittings and the other items which the landlord provides for your use during the Tenancy.

This Agreement is made between

Parties:

(1) CADENT GAS PENSION PROPERTY COMPANY 1 LIMITED (incorporated and registered in England and Wales under company registration number 12534485) and CADENT GAS PENSION PROPERTY COMPANY 2 LIMITED (incorporated and registered in England and Wales under company registration number 12534492), the registered office both of which is at Ashbrook Court Prologis Park, Central Boulevard, Coventry, United Kingdom, CV7 8PE (the “**Landlord**”)

The address in England and Wales for service of notices under this Agreement and for the purposes of the Landlord and Tenant Act 1987 Section 48 is as follows:

The Management Office, Anco&Co, 11 Blossom Street, Manchester, M4 5BX

and

C/o DTZ Investors, Capital House, 85 King William Street, London EC4N 7BL.

(2) (jointly & severally liable) **The Resident:**

LYULING PENG

Of address:

28
4 Roscoe Street
L1 2AB
Liverpool

(jointly & severally liable) **The Resident:**

Of address:

(jointly & severally liable) **The Resident:**

XINYI PENG

Invitor

Of address:

110a highstreet Neuadd Kyffin
LL57 1NZ
Bangor

(jointly & severally liable) **The Resident:**

Of address:

(jointly & severally liable) **The Resident:**

Of address:

(jointly & severally liable) **The Resident:**

Of address:

(3) (jointly & severally liable) **The Guarantor:**

Of address:

(jointly & severally liable) **The Guarantor:**

Of address:

(jointly & severally liable) **The Guarantor:**

Of address:

(jointly & severally liable) **The Guarantor:**

Of address:

(jointly & severally liable) **The Guarantor:**

Of address:

(jointly & severally liable) **The Guarantor:**

Of address:

Premises: Apartment Flat No. 33, 11 Blossom Street, Manchester, M4 5BX

Parking: No car parking rights are included in this Agreement. There are limited car parking spaces available at the Estate and a limited number of car parking licences will be available too residents of the Estate on a first come first served basis. NCP season tickets are available at a discounted price and NCP contact details will be provided to you (together with details of the season ticket arrangements at Northern Property Group and Citipark car parks).

Term: From and including 17/09/2024 (the “**Term Commencement Date**”)
To and including 16/03/2025

Rent: £9300 for the whole Term or as increased in accordance with this Agreement.

Deposit: £1550.00

Resident's Break Date: 17/03/2025

Landlord's Break Date: 17/03/2025

(The terms defined above shall apply to the main body of this Agreement as if contained within it.)

DEFINITIONS

1. In this Agreement the following definitions apply:
 - 1.1. **"Building"** means the building known as Building A in which the Premises are located and which forms part of the Estate;
 - 1.2. **"Current Index Figure"** means, in respect of each Review Date, the figure given in the Index for the month immediately preceding that Review Date;
 - 1.3. **"Deposit"** is the money held by the Operator during the Tenancy in case the Resident fails to comply with the terms of this Agreement.
 - 1.4. **"Deposit Holder"** means the Operator who is a member of the TDS and holds the deposit under the TDS.
 - 1.5. **"Estate"** means the property known as 5 to 13 (odd) Blossom Street and 41 to 45 (odd) and 51 to 55 (odd) Great Ancoats Street, Manchester, M4 5AF;
 - 1.6. **"Existing Rent"** means, in respect of the first Review Date, £18600.00 per annum, and in respect of all other Review Dates means the annual Rent at the amount reserved immediately before the relevant Review Date; 17/09/2025 (if applicable)
 - 1.7. **"Fixtures, Fittings and Contents"** means the contents, fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings together with other goods, chattles and other equipment as specified in the Inventory and Schedule of Condition.
 - 1.8. **"Guarantor"** means the person or persons responsible for satisfying the Resident's obligations if the Resident defaults.
 - 1.9. **"ICE"** means the Independent Case Examiner of the Dispute Service Limited.
 - 1.10. **"Index"** means the Retail Prices Index (All Items) published by the Office for National Statistics or any successor government ministry, department or agency or such replacement index as provided for in clause 39.2;
 - 1.11. **"Inventory and Schedule of Condition"** means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Operator, or the inventory clerk which includes the Fixtures, Fittings and Contents within the Premises and all matters specified in the Inventory and Schedule of Condition, given to the Resident at the start of the Tenancy and records, where applicable their condition and the condition of the Premises at the start of the Tenancy.
 - 1.12. **"Landlord"** means the party named as the Landlord in the Particulars and includes any person owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy.
 - 1.13. **"Member"** means the Operator who is a member of the TDS under the name Urbanbubble (Sales & Lettings) Limited TA Urbanbubble.
 - 1.14. **"Operator"** means Urbanbubble Ltd and its group companies whose contact address is at First Floor, Sevendale House, 7 Dale Street, Manchester, M1 1JA
Tel: +44 (0)161 236 3344
Email: info@urbanbubble.co.uk
And whose registered office is at Regency House, 45-51 Chorley New Road, Bolton, BL1 4QR.
 - 1.15. **"Permitted Occupiers"** means any persons not listed on the tenancy agreement but have permission to occupy the property and any other person subsequently approved by the Landlord in writing as being permitted to occupy the Premises.
 - 1.16. **"Premises"** means the apartment described at the front of this agreement and includes all Fixtures, Fittings and Contents.
 - 1.17. **"Prescribed Information"** means the information relating to TDS received by the Resident prior to the date of this Agreement.
 - 1.18. **"Previous Index Figure"** means in respect of the first Review Date, the figure given in the Index for the month immediately preceding the date of this Agreement, and in respect of all other Review Dates, means the figure given in the Index for the month immediately preceding the previous Review Date.

- 1.19. **"Relevant Person"** in the Prescribed Information means any person, company or organisation paying the Deposit on behalf of the Resident such as the local authority, parent or guarantor.
- 1.20. **"Review Date"** means each anniversary of the Term Commencement Date throughout the Term";
- 1.21. **"Stakeholder"** means that the Operator holds the Deposit as a neutral party not releasing funds to either the Landlord or the Resident until costing for deductions (if any) have been mutually agreed in writing or if there is no agreement by Order of the Court or upon an adjudication decision by ICE.
- 1.22. **"TDS"** means the Tenancy Deposit Scheme run by the Dispute Service Limited in accordance with the Housing Act 2004.]
- 1.23. **"Tenancy"** means the tenancy created under this Agreement and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 1.24. References to the singular include the plural and references to the masculine include the feminine.
- 1.25. The Resident and Landlord [and where relevant the Guarantor] agree that the laws of England & Wales shall apply to this Agreement.
- 1.26. A working day excludes a Saturday, Sunday and a bank holiday or a public holiday in England.
- 1.27. Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Resident is more than one person, they will be liable for all sums due under this Agreement, not just liable for a proportionate part.
- 1.28. A reference to writing or written includes e-mail but not fax.

THE LETTING

2. Premises and Term

- 2.1. The Landlord lets to the Resident and the Resident takes the Premises (together with the Fixtures, Fittings and Contents) for the Term.
- 2.2. The Resident shall have the right to use (in common with others) the common access areas and facilities from time to time available for use by the residents within the Building and the Estate for the purposes for which such areas and facilities are intended, subject to any rules or regulations relating to their use which are made by the Landlord or any other party responsible for the management of such areas and facilities (including, without limitation, regulations relating to the use of the communal roof garden; use of other communal areas; the storage of refuse, the pet policy; the use of the cinema; the use of the co-working room; and the use of and membership rules for the gym).
- 2.3. The Resident shall have the right to park one bicycle within the communal bike store within the Building, subject to any rules or regulations relating to its use which are made by the Landlord or any other party responsible for the management of the bike store.
- 2.4. The Resident shall have the right to use (in common with others) the communal roof terrace, subject to:
- 2.4.1. any rules or regulations relating to its use which are made by the Landlord or any other party responsible for the management of the communal roof terrace; and
- 2.4.2. the ability for the Landlord to close the communal roof terrace for any period where the terrace is booked for a private booking or is otherwise unavailable for use by the residents in common.
- 2.5. The Resident shall have the right to connect into any satellite or cable connections at the Building which the Landlord provides for the benefit of residents in common, subject to:
- 2.5.1. any rules or regulations relating to its use which are made by the Landlord or any other party responsible for the management of such facilities; and
- 2.5.2. the Resident paying the appropriate sums to the satellite and/or cable provider (as applicable).

3. The Rent

- 3.1. The Resident shall pay the Rent to the Landlord in full on the date of this Agreement whether formally demanded or not.

- 3.2. The payment of Rent shall be made in cleared funds on or before the commencement of the Tenancy direct to the Operator:

Bank: The Co-Operative Bank
Account Name: UB RE CADENT GAS PENSION TRUSTEE LTD
Sort Code: 08-92-50
Account No: 68806916
Payment Ref: (033) , (A)

- 3.3. Thereafter, unless paid in full, payments are to be made on or before the 1st day of each calendar month to be cleared no later than the 1st day of each calendar month to be paid by the Resident direct to the Operator:

Bank: The Co-Operative Bank
Account Name: UB RE CADENT GAS PENSION TRUSTEE LTD
Sort Code: 08-92-50
Account No: 68806916
Payment Ref: (033) , (A)

- 3.4. If the Tenancy is properly and lawfully terminated by either party by a break clause, the Landlord agrees to refund (within seven days of the Tenancy end date) the Resident an apportioned amount of Rent which has been paid in advance in respect any period after such termination (the “**Refund Period**”). Any such apportioned refund of rent payable by the Landlord to the Resident shall be calculated in accordance with the following calculation:

Apportioned Refund of Rent = Monthly Rent x by 12 divided by 365 x by number of days in the Refund Period

- 3.5. The Resident shall be in breach of this Agreement if the Resident fails to pay the Rent in accordance with this clause and the Landlord may reserve the right to regain possession of the Premises.

4. Deposit

- 4.1. The Resident shall also pay to the Operator on or before the signing of this Agreement the Deposit. At the end of the Tenancy the Operator shall return the Deposit to the Resident subject to the possible deductions as set out in this Agreement and agreed between the parties. Any interest earned will belong to the Operator. Further provisions relating to the Deposit are set out in clause 28 and Prescribed Information.

- 4.2. The Deposit is safeguarded by the TDS which is administered by:

The Dispute Service Limited
PO Box 1255
Hemel Hempstead
Herts HP1 9GN

Phone 0845 226 7837
Email: deposits@tds.gb.com
Fax 01494 431 123

5. Tenancy

- 5.1. This Agreement is intended to create an assured shorthold tenancy as defined by Section 19A of the HOUSING ACT 1988 and shall take effect subject to the provisions for the recovery of possession set out in Section 21 of that Act. Please see the Prescribed Information for more details.

RESIDENT'S COMMITMENTS

The Resident agrees with the following:-

6. General

- 6.1. That any obligation upon the Resident under this Agreement to do or not to do anything shall also require the Resident not to permit or allow any licensee or visitor to do or not to do that thing.
- 6.2. Where the Resident is more than one person those persons shall be jointly and severally liable for all obligations under this Agreement, as explained in the Definitions and Interpretation section.

7. Rent

- 7.1. To pay the Rent as set out in clause 3 of this Agreement whether or not it has been formally demanded.
- 7.2. To pay interest on any payment of Rent not paid as set out in clause 3 of this Agreement. Interest shall be payable from the date on which the relevant instalment of Rent was due until the date on which such instalment of Rent is actually paid. The interest rate will be 3% per year above the Bank of England base rate from time to time calculated on a daily basis from the day due until payment in full is made.
- 7.3. Not to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the grounds that the Operator holds the Deposit or any part of it.

8. Utilities, Council Tax and Television Licence

- 8.1. To notify where applicable each supplier of water and electricity and (if applicable) internet, telephone and gas that this Tenancy has started and arrange for the transfer of the accounts into the Residents name/s.
- 8.2. Not to tamper, interfere with or alter the installations or meters in or for the use of the Premises.
- 8.3. To pay for all electricity, gas, central heating, power, comfort cooling, internet, telephone, water supplies including sewerage and environmental charges which are supplied to or used in the Premises during the Tenancy including the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force. For the avoidance of doubt this includes any utilities supplied direct from the supplier or provided by the Landlord and re-charged to the Resident as an additional charge.
- 8.4. Services may be charged to the Landlord instead of the Resident. Where any costs are initially charged to the Landlord, the Resident agrees to reimburse the Landlord (for such costs which are properly incurred by the Landlord) within 14 days of receipt of a demand from the Landlord or the Operator. At the end of the Tenancy the Resident will pay the apportioned amount for such costs up until the end of the Tenancy, once the final account is available and the Resident agrees that the Landlord or Operator may (subject to complying with the TDS requirements) retain an appropriate sum from the Deposit towards such apportioned utility charges until such time as a final account is available.
- 8.5. To pay to the Landlord all costs incurred in reconnecting any utility service, if the supply of water, gas, electricity, internet or telephone to the Premises is disconnected due to the non-payment by the Resident of the whole or any part of the charge relating to them or as a result of any other act, lack of action or error on the part of the Resident.
- 8.6. To arrange for the reading of the electricity, gas and water meter, if applicable, upon request from the Landlord or Operator.
- 8.7. To register all the occupants at the Premises with the local authority and pay the council tax or any replacement tax by paying that sum to the Landlord, or the Operator, where the Landlord, or the Operator (as applicable), has paid that sum to the local authority whether legally required to do so or not within 14 days of receiving a written request for such monies.
- 8.8. To pay final accounts with all utility service providers (including television licence fees and television services and cable fees, where applicable) at the end of the Tenancy.
- 8.9. To hold a current television licence and to pay the television licence regardless of the ownership of the television set or device.
- 8.10. To provide the Landlord and the Operator with the name, address and account number of the new supplier promptly upon any change of utility supplier (where the Resident is directly responsible for paying the relevant utility bill). If so requested by the Landlord, the Resident will arrange for the utilities to be re-connected to the original supplier.

9. Additional Costs Payable by the Resident

- 9.1. To be responsible for assessing the Residents' own liability if any and at any time for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to HM Revenue and Customs.

10. Repair Maintenance Condition

- 10.1. To keep the Premises and the Fixtures, Fittings and Contents in the same repair and condition and decorative order as stated in the Inventory and Schedule of Condition at the start of the Tenancy throughout the Term. The Resident is not responsible for the installations which the Landlord has a legal duty to repair; fair wear and tear; damage covered by the Landlord's insurance policy; fire damage unless it was caused by the negligence of any Resident, any Permitted Occupier or their respective family or visitors.
- 10.2. To inform the Landlord, or the Operator promptly of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement.
- 10.3. To keep all smoke alarms and carbon monoxide detectors in working order by replacing batteries where necessary, and to inform the Landlord or the Operator promptly of any maintenance required to any smoke alarm or carbon monoxide detectors.
- 10.4. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Resident, any Permitted Occupier or their respective family or visitors.
- 10.5. As far as the Resident is reasonably able to ensure that all taps for all washbasins, baths and showers at the Premises are run for a minimum period of five minutes a week, and to regularly clean and disinfect showerheads, so as to aid the prevention of Legionella. The Resident agrees to carry out reasonable recommendations made following the completion of a Legionella risk assessment.
- 10.6. To inform the Landlord or the Operator if the hot water is not heating properly or if there are any other problems with the system so that appropriate action can be taken in order to aid the prevention of Legionella.
- 10.7. To replace all electric light bulbs, fluorescent tubes and fuses within the Premises, working at the commencement of the Tenancy.
- 10.8. To take all reasonable precautions to prevent infestation of the Premises by vermin, rodents, animals or parasites and to procure the eradication of any infestation caused by the negligence of the Resident his family, or his visitors.
- 10.9. To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.
- 10.10. To take reasonable precautions to keep all drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 10.11. To clear (or procure the clearance of) any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises caused by any Permitted Occupier or their respective family or visitors.
- 10.12. Not to put or allow any oil grease or other harmful or corrosive substance to be put into the washbasin, toilet, basins, sinks, or drains of the Premises.
- 10.13. To take all reasonable precautions to ensure that water stays in the bath or shower cubicle and not to use any bath or shower room as a wet room.
- 10.14. To use the lifts (if any) within the Estate in a tenable manner and not to permit the lift to be used by children without adult supervision.

I'm only staying a week, so this is allowed according to the rental agreement

11. Use of the Premises

- 11.1. To use the Premises for the purpose of a private residence only for the occupation of the Resident and any Permitted Occupiers. Any Permitted Occupiers do not have any legal rights to occupy. **Written permission must be obtained from the Landlord to allow guests to stay at the Premises for more than two weeks within a three month period.**
- 11.2. That the Premises are let on the condition that they are occupied by no more than four occupiers including children unless those occupiers form a single family group. If the Resident wishes to have more than four occupiers from more than one family group within the Premises the Resident must gain the Landlord's written consent. If there are more than four occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as the Landlord may be in breach of his statutory obligations.
- 11.3. Not to register a company at the address of the Premises or run a business, trade or profession from the Premises.
- 11.4. Not to use or allow the use or consumption of any drugs or any other substance which is, prohibited or restricted by law.

- 11.5. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises. If a breach of this smoking clause occurs in the Premises, to procure the cleaning of the carpets and the curtains and the washing down of the walls to rid the Premises of the odour of nicotine.
- 11.6. Not to use the Premises or allow others to use the Premises in a way which causes damage to the Premises, the Fixtures, Fittings and Contents or to any neighbouring, adjoining, or adjacent Premises or the owners or occupiers of them, including any nuisance caused by noise.
- 11.7. Not to store keep or use any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for general household use but not including portable gas heaters without the written consent of the Landlord or the Operator.
- 11.8. Not to decorate, redecorate or make any alterations or additions to or in the Premises, unless an alterations to dwellings request has been submitted and approved in writing by the operator.
- 11.9. Not to remove the Fixtures, Fittings and Contents of the Premises or to store them in any way or place them within or outside the Premises in a manner that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 11.10. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord or the Operator (such consent will only be given where additional satellite connections are required in addition to the television package offered by the Landlord).
- 11.11. Not to hang posters, pictures or other items in the Premises without the Landlord's or Operator's written consent, such consent not to be unreasonably withheld. Consent will only be granted to hang posters, pictures or other items in the Premises using a reasonable number of commercial picture hooks (or blu-tac, sellotape, adhesives or their equivalents). Any damage caused to be repaired at the Residents expense.
- 11.12. Not to pull down, alter or add to the Premises or do or allow anything to be done at the Premises which shall cause damage to or deterioration of the internal or external surfaces.
- 11.13. Not to cut or puncture any of the walls, partitions or timbers of the Premises.
- 11.14. Not to alter or extend the electric installation or wiring, or telephone installation or wiring, in the Premises and to take reasonable precautions not to use any apparatus, which may cause an overload to the electrical installations in the Premises.

12. Pets

- 12.1. Not to keep any animal, reptile, dog, cat, bird, fish, or insect on the Premises without the prior written consent of the Landlord or the Operator, such consent not to be unreasonably withheld, provided that:
 - 12.1.1.any consent given may be subsequently withdrawn, upon given reasonable notice;
 - 12.1.2.the pet policy outlines any restrictions, for which consent will not be given; and
 - 12.1.3.the Resident will sign the required licence form, in accordance with the pet policy, which will require the Resident to adhere to the terms of the pet policy.

13. Cleaning

- 13.1. To leave the Premises (including the Fixtures, Fittings and Contents) at the end of the Term in the same clean and tidy condition and order as stated in the check in report of the Inventory and Schedule of Condition.
- 13.2. To clean the inside of the windows of the Premises (and any outside windows accessible from a balcony) when required, during the Tenancy, and at the end of the Tenancy, provided the windows were clean at the start of the Tenancy (as evidenced in the Inventory and Schedule of Condition).
- 13.3. To organise the professional cleaning of the Premises, all Fixtures, Fittings and Contents and all upholstery and carpets when required during the Tenancy and at the end of the Tenancy to the same standard as at the commencement of the Tenancy and as noted in the Inventory and Schedule of Condition.

14. Access

- 14.1. To allow the Landlord, the Operator upon giving at least 24 hours written notice (except in an emergency) to enter the Premises with or without workmen and with all necessary equipment. The Resident is only required to allow such access when one of the following arise:
- 14.1.1.the Resident has not complied with a written notice under this Agreement and the Landlord wishes to enter the Premises in accordance with that notice;
 - 14.1.2.the Landlord or his appointed contractor seeks to carry out work for which the Landlord is responsible;
 - 14.1.3.the Landlord or the Operator wishes to inspect the Premises (which it will need to do at least once every 6 months); or
 - 14.1.4.the safety check of the gas appliances, installations and pipe-work is due to take place.
- 14.2. To permit the Premises to be viewed at all reasonable times during normal working hours and at weekends, by prior mutually convenient appointment, upon giving the Resident 24 hours notice, during the last two months of the Tenancy; following a request by the Landlord or the Operator.
- 14.3. To allow the Landlord the right to retain a key fob to access the Premises, which shall only be used with prior notification to the Resident, except in an emergency.

15. Locks

- 15.1. To fasten all locks and bolts on the doors and windows (including balcony doors) when the Premises are empty and at night.
- 15.2. Not to install or change any locks in the Premises without the prior consent of the Landlord, or the Operator, except in the case of an emergency.
- 15.3. Not to have any further key fobs copied for the locks/access to the Premises or other parts of the Estate without notifying the Landlord or the Operator of the number of additional key fobs to the Landlord, or the Operator, at the end of the Tenancy, whether before or after the Term of this Agreement.
- 15.4. To notify the Operator if any key fob relating to the Estate is lost as soon as reasonably practicable.
- 15.5. To pay for the reasonable cost of replacement key fobs that have been lost or not returned at the end of the Tenancy.

16. Insurance

- 16.1. To inform and provide written details to the Landlord or the Operator of any break in, loss or damage to the Premises or the Fixtures, Fittings and Contents, promptly when the damage comes to the attention of the Resident.
- 16.2. The Resident alone is responsible for insuring their own belongings within the Premises with a reputable insurer.

17. Inventory, Check in and Check out

- 17.1. That the check in report of the Inventory and Schedule of Condition given to the Resident at the start of the Tenancy will be regarded as a true record of the condition of the Premises and the Fixtures, Fittings and Contents and will be used to assess all damage for check-out purposes at the end of the Tenancy.
- 17.2. To allow access for the check of the Premises and the Fixtures, Fittings and Contents against the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Operator.

18. Refuse

- 18.1. You must adhere to the recycling requirements of the local authority and place recyclable and non-recyclable waste in the appropriate bins provided within the communal bin store within the Building.
- 18.2. Remove (or procure the removal of) all rubbish from the Premises, during the Tenancy, by placing it in a secured plastic bin liner within the appropriate bins provided within the communal bin store within the Building. Where waste items are large or bulky and/or unsuitable for placing in the waste bins, you will be expected to inform the local authority and comply with their procedures governing the collection of bulky waste.

19. Empty Premises

19.1. To notify the Landlord or the Operator in writing before leaving the Premises vacant for any continuous period of 28 days or more during the Tenancy.

19.2. To ensure that any non essential appliances, such as boilers, washing machines and dishwashers are turned off when the Premises are empty.

20. Energy Performance Certificate ("EPC")

20.1. The Resident confirms that he has been provided with a certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

21. Assignment and Subletting

21.1. Not to assign, sub-let or part with possession or occupation of the whole or any part of the Premises.

21.2. Not to share possession or occupation of the whole or any part of the Premises with anyone other than a Permitted Occupier without the written consent of the Landlord and then not to share possession or occupation so as to be in breach of clause 11.2.

22. Notices

22.1. To forward all correspondence including any notice order or proposal affecting the Premises or its boundaries to the Landlord or the Operator within 7 working days of receipt of any notice, order, or proposal.

23. End of the Tenancy

23.1. Not to remove any Fixtures, Fittings and Contents from the Premises and at the end or sooner determination of the Term to leave the same in the rooms or places in which they were at the beginning (as evidenced in the Inventory and Schedule of Condition).

23.2. To remove (or procure the removal of) all refuse and rubbish belonging to the Resident at the end of the Tenancy and dispose of it in the receptacle provided (or procure for its disposal by the local authority) at the end of the Tenancy.

23.3. To remove all belongings, personal effects, foodstuffs or equipment of the Resident, any Permitted Occupier and/or their respective family or visitors from the Premises at the end of the Tenancy.

23.4. To compensate the Landlord for damages incurred by it where bulky furniture, or other large and heavy discarded items belonging to the Resident are left in the Premises, which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed; or the Landlord or the Operator remove, store or dispose of the items after giving the Resident at least fourteen days written notice. To avoid doubt the Resident will be liable for all storage and disposal charges properly incurred by the Landlord or the Operator, which may be deducted from the Deposit.

23.5. To provide a forwarding address to the Landlord or the Operator at the beginning of the tenancy. This address will be required for administration purposes and the necessary procedure to return the Deposit.

24. Deposit and Damage Claims

24.1. The Deposit is held by the Operator in a government approved scheme.

24.2. At the end of the Tenancy the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

24.2.1. make good any damage, or compensate for damage, to the Premises, the Fixtures, Fittings and Contents or for missing items for which the Resident may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, damage by any of the Insured Risks and repairs that are the responsibility of the Landlord excepted;

24.2.2. pay the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any material breach by the Resident of its obligations under this Agreement, including those relating to the cleaning of the Premises and the Fixtures, Fittings and Contents;

- 24.2.3. pay for any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to their presence as set out in this Agreement);
- 24.2.4. pay any unpaid accounts for utilities, water charges, telephone (if applicable), television services, environmental services or other similar services or council tax incurred at the Premises for which the Resident is liable. To avoid doubt if the Resident fails to provide a final account from any utility supplier with proof of payment the Landlord or the Operator will be entitled to retain a reasonable sum from the Deposit until such proof is provided;
- 24.2.5. pay any Rent or other money due or payable by the Resident under this Agreement (prior to the end of the Tenancy) of which the Resident has been made aware and which remains unpaid after the end of the Tenancy;
- 24.2.6. pay any compensation due to the Landlord for the Resident's unauthorised occupation of the Premises following the end of the Tenancy;
- 24.2.7. pay any reasonable removal and storage charges and disposal costs incurred by the Landlord in relation to items of property and belongings left in the Premises at the end of the Tenancy; and
- 24.3. The Landlord or the Operator must tell the Resident within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 24.4. If there is no dispute the Operator will keep or repay the Deposit, according to the agreed deductions and the conditions of this Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Resident agreeing the allocation of the Deposit.
- 24.5. The Resident should try to inform the Operator in writing if the Resident intends to dispute any of the deductions regarded by the Landlord or the Operator as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Resident vacating the Premises. The period may not be reduced to less than 14 days. The ICE may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 24.6. If, after 10 working days following notification of a dispute to the Operator and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Resident over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 24.7. The statutory rights of the Landlord and the Resident to take legal action through the County Court remain unaffected by clause 28 above.

25. Immigration

- 25.1. If the Resident has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Resident shall, upon receipt of any communication touching or concerning his residency status in the United Kingdom from a relevant government department or body (including that of any Permitted Occupier), advise the Landlord or the Operator of such and shall provide to them upon request copies of any such written communication.

LANDLORDS OBLIGATIONS

The Landlord agrees with the Resident as follows:-

26. Quiet Enjoyment

- 26.1. To allow the Resident to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

27. Repairing Obligations

- 27.1. In accordance with Section 11 of the Landlord and Tenant Act 1985:
 - 27.1.1. to keep in repair the structure and exterior of the Estate (including drains, gutters and external pipes);
 - 27.1.2. to keep in repair and proper working order the installations in the Estate for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity);
 - 27.1.3. to keep in repair and proper working order the installations in the Estate for space heating and heating water.

- 27.2. This obligation arises only after notice has been given to the Landlord or the Operator by the Resident of any lack of repair.
- 27.3. Nothing in clause 27.1 shall be construed as requiring the Landlord or the Operator to carry out any works or repairs unless the disrepair (or failure to maintain in working order) is such as to affect the Resident's enjoyment of the Premises or of any common parts (as defined in section 60(1) of the Landlord and Tenant Act 1987) which the Resident is entitled to use pursuant to this Agreement.

28. Insurance

- 28.1. To insure the Premises and the Fixtures, Fittings and Contents under an appropriate household insurance policy with a reputable insurer and to provide to the Resident a copy of the insurance certificate and policy upon request. The Landlord's insurance policy will not cover the damage to the Resident's personal belongings or valuables. Nor will it cover claims against the Resident for damage to property or personal injury that results from any act or default on the part of the Resident. The Resident should these insure for itself.

29. Repair of Appliances

- 29.1. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures, Fittings and Contents, unless and save to the extent that the repair to the appliances is due to the negligence or misuse of the appliance by the Resident, any Permitted Occupier and/or their respective family or visitors.

30. Safety Regulations

- 30.1. To ensure that all the furniture and equipment within the Premises comprised within the Fixtures, Fittings and Contents complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 30.2. To ensure that all gas appliances (if any) forming part of the Premises or comprised within the Fixtures, Fittings and Contents comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check certificate will be given to the Resident at the start of the Tenancy and within 28 days of renewal thereafter.
- 30.3. To ensure that all electrical appliances forming part of the Premises or comprised within the Fixtures, Fittings and Contents comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc (Safety) Regulations 1994.
- 30.4. To ensure that the Premises comply with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and that all smoke and carbon monoxide alarms are in proper working order at the start of the Tenancy.

MUTUAL OBLIGATIONS

The Landlord and the Resident agree as follows:

31. Damage and Habitation

- 31.1. If the whole or part of the Premises are destroyed or damaged so that the Premises become uninhabitable by fire or any other risk against which the Landlord holds insurance then the whole or a fair proportion of the Rent shall cease to be payable until the Premises are reinstated and become habitable; unless:
- 31.1.1. the whole or part of the insurance monies are not recoverable because of any act or omission of the Resident, any Permitted Occupier and/or their respective family or visitors; or
 - 31.1.2. the insurer pays to re-house the Resident.
- To avoid doubt between the parties the Landlord has no duty to re-house the Resident.
- 31.2. If the whole of, or part of the Premises are still uninhabitable after one month, then either party may terminate this Agreement immediately, by giving written notice to the other party unless the damage is due to the negligence action or lack of action of the Resident, his family or visitors.

32. Data Protection

- 32.1. It is agreed that the personal information of both the Landlord and the Resident will be retained by the Operator and may be used both prior to, during and following the expiry of the Term for all purposes connected with this Tenancy; and that present and future addresses and contact details of the parties may be provided to each other, to utility suppliers, to the local authority, to a credit or reference provider, to a legal adviser, for debt collection purposes and to any other third party with an interest in the Tenancy.

33. Service of Notices

- 33.1. Any notice served by the Resident shall be deemed served on the Landlord and the Operator (at the address specified for notice at the start of this Agreement):
- 33.1.1. using normal hand delivery, when the notice will, if served before 4pm, be deemed served on the next working day; or
 - 33.1.2. by first class post, when the notice will be deemed served two working days after posting.
- 33.2. Any notice served by the Landlord or the Operator or on behalf of the Landlord or the Operator shall be deemed served on the Resident at the Premises address or the last known address of the Resident:
- 33.2.1. using normal hand delivery, when the notice will, if served before 4pm, be deemed served on the next working day; or
 - 33.2.2. by first class post, when the notice will be deemed served two working days after posting.
- 33.3. A working day does not include a Saturday, Sunday or Bank Holiday.

34. Provisions for Re-entry

- 34.1. If at any time:
- 34.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
 - 34.1.2. if any major agreement or obligation of the Resident is not complied with; or
 - 34.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 7A, 7B, 8, 9, 10, 11, 12, 13, 14, 14ZA, 15 or 17, which are summarised as follows:
 - 34.1.3.1. Ground 7A

Any of the following actions which relate to anti-social behaviour and/or noise (with full details being set out in Ground 7A in Schedule 2 of the Housing Act 1988 (as amended)):

 - a. The Resident (or a person residing in or visiting the Premises) has been convicted of a serious offence which was:
 - a. Committed in the Premises or in the locality of the Premises;
 - b. Committed elsewhere against a person with a right to reside in or occupy housing accommodation in the Premises or in the locality of the Premises;
 - c. Committed elsewhere against the Landlord or Operator or a person employed by the Landlord or the Operator (or anyone else employed in connection with the exercise of the Landlord's housing management functions) and the offence directly or indirectly related to or affected those functions.
 - b. A court has found that the Resident (or a person residing in or visiting the Premises) has breached the provisions of an injunction under s.1 of the Anti-social Behaviour, Crime and Policing Act 2014 (other than a provision requiring a person to participate in a particular activity) and that breach:
 - a. Occurred in the Premises or in the locality of the Premises;
 - b. Occurred elsewhere and the provision which was breached was a provision intended to prevent conduct capable of causing nuisance or annoyance to a person with a right to reside in or occupy housing accommodation in the Premises or in the locality of the Premises;
 - c. Occurred elsewhere and the provision which was breached was a provision intended to prevent conduct capable of causing nuisance or annoyance to the Landlord, Operator or a person employed by the Landlord or the Operator (or anyone else employed in connection with the exercise of the Landlord's housing management functions) and the conduct directly or indirectly related to or affected those functions.
 - c. The Resident (or a person residing in or visiting the Premises) has been convicted of an offence under s.30 of the Anti-social Behaviour, Crime and Policing Act 2014, being a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order and that offence involved a breach which:
 - a. Occurred in the Premises or in the locality of the Premises;
 - b. Occurred elsewhere and the provision which was breached was a provision intended to prevent behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right to reside in or occupy housing accommodation in the Premises or in the locality of the Premises;
 - c. Occurred elsewhere and the provision which was breached was a provision intended to prevent behaviour that causes or is likely to cause harassment, alarm or distress to the Landlord, Operator or a person employed by the Landlord or the Operator (or anyone else employed in connection with the exercise of the Landlord's housing management functions) and the conduct directly or indirectly related to or affected those functions.
 - d. The Premises is or has been subject to a closure order under s.80 of the Anti-social Behaviour, Crime and Policing Act 2014 and access to the Premises has been prohibited for 48 hours or more.

- e. The Resident (or a person residing in or visiting the Premises) has been convicted of an offence under s.80(4) or s.82(8) of the Environmental Protection Act 1990 and the offence concerned nuisance which was noise emitted from the Premises which was a statutory nuisance (under s.79(1)(g) of the Environmental Protection Act 1990).

Each of the above are subject to the appeal provisions set out in Ground 7A in Schedule 2 of the Housing Act 1988 (as amended).

34.1.3.2. Ground 7B

The Resident (or any one aged 18 or over who is occupying the Premises) is disqualified from occupying the Premises as a result of their immigration status (the full details being set out in Ground 7B in Schedule 2 of the Housing Act 1988 (as amended)).

34.1.3.3. Ground 8

At both the time that the Landlord gives notice that it will start court proceedings and at the time of the court proceedings, the Resident is still:

- a. at least eight weeks behind with Rent (where Rent is payable weekly or fortnightly);
- b. at least two months behind with Rent (where Rent is payable monthly);
- c. at least three months behind with Rent (where Rent is payable quarterly throughout the year);
- d. at least three months behind with Rent (where Rent is payable annually).

34.1.3.4. Ground 9

Suitable alternative accommodation is available for the Resident or will be available when the order for possession takes effect.

34.1.3.5. Ground 10

At both the time that the Landlord gives notice that it will start court proceedings and at the time of the court proceedings, the Resident is behind with the Rent.

34.1.3.6. Ground 11

The Resident has persistently delayed paying Rent.

34.1.3.7. Ground 12

The Resident has broken one or more of your responsibilities under this Agreement (other than for the payment of Rent, which is dealt with under other Grounds).

34.1.3.8. Ground 13

The condition of the Premises or the shared areas of the Estate of has deteriorated because of the Resident's behaviour or that of any other person residing there.

34.1.3.9. Ground 14

The Resident (or a person residing in or visiting the Premises) falls within any of the following:

- a. Is guilty of conduct which causes or is likely to cause a nuisance or annoyance to neighbours or someone visiting or otherwise engaged in lawful activity in the locality;
- b. Is guilty of conduct which causes or is likely to cause a nuisance or annoyance to the Landlord or Operator or a person employed by the Landlord or the Operator (or anyone else employed in connection with the exercise of the Landlord's housing management functions) and the conduct directly or indirectly related to or affected those functions.
- c. Has been convicted of using the Premises, or allowing it to be used, for illegal purposes or has committed an indictable offence committed in the Premises or the locality.

34.1.3.10. Ground 14ZA

The Resident (or adult residing in the Premises) has been convicted of an indictable offence which took place during and at the scene of a riot in the UK.

34.1.3.11. Ground 15

The condition of the furniture has deteriorated because it has been badly treated by the Resident (or a person residing in the Premises) (and if this has been caused by a lodger, the Resident has not taken reasonable steps for the removal of the lodger).

34.1.3.12. Ground 17

The Landlord granted this tenancy after the Resident or a person acting on the Resident's instructions gave a false statement.;

are made out; or

34.1.4. if the Premises shall be left unoccupied for more than 28 days without the consent of the Landlord; or

34.1.5. the Resident is declared bankrupt under the Insolvency Act 1986 or has a receiver appointed in respect of his property or enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors.

the Landlord may give written notice to the Resident that the Landlord seeks possession of the Premises. If the Resident does not comply with that notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations, obtaining a court order and if required re-entering the Premises with the County Court Bailiff. This clause does not prejudice any other rights that the Landlord may have in respect of the Resident's obligations under this Agreement.

- 34.2. This clause 34 does not affect any rights of the Resident under the Protection from Eviction Act 1977. The Landlord cannot evict the Resident without a court having first made an order for possession.
- 34.3. If the Landlord re-enters the Premises pursuant to this clause 34, then this Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Resident will remain in force.

35. Third Party Rights

- 35.1. This Agreement shall not operate to confer any rights on any third party. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

SPECIAL CLAUSES

(Individually negotiated between the parties)

36. Break Clause

- 36.1. The Resident may end this Tenancy by giving the Landlord not less than two months' notice in writing to expire at any time on or after the Resident's Break Date; and
- 36.2. The Landlord may end the Term of this Tenancy and any statutory continuation of the same by giving the Resident not less than two months' notice in writing to expire at any time on or after the Landlord's Break Date.

37. Calculation of the increased Rent

- 37.1. The Rent will be increased at each Review Date.
- 37.2. If the amount "R" (calculated in accordance with the following formula) is greater than the annual Rent reserved immediately before the relevant Review Date, the Rent will be adjusted and the annual Rent reserved from the relevant Review Date will be R.
- 37.3. If the amount "R" (calculated in accordance with the following formula) is the same or less than the annual Rent reserved immediately before the relevant Review Date, there will be no increase to the Rent, and the annual Rent reserved from the relevant Review Date will (until the next Review Date) be the same as that reserved immediately before it.
- 37.4. The formula by which R is to be calculated is:

$$R = \frac{C}{P} \times E$$

Where:

- C = the Current Index Figure;
- P = the Previous Index Figure; and
- E = the Existing Rent.

38. Notification of increased Rent

- 38.1. In respect of each Review Date, the Landlord shall give the Resident notice of the increased Rent.
- 38.2. The amount of the increased Rent shown in the Landlord's notice will be final and binding except in the case of manifest error on the face of the notice.
- 38.3. The Resident will have no right to dispute any manifest error on the face of the notice more than five business days after the Landlord's notice has been delivered to the Resident.

39. Changes to the Index

- 39.1. If the Index is re-based at any time or times during the Term, the Current Index Figure and the Previous Index Figure will be the figures that would have been given in the Index for the relevant month had there been no re-basing of the Index.
- 39.2. If the Index ceases to be published, the Landlord shall, for the purposes of rent increases after the date the Index ceases to be published, select a replacement prices index, being a prices index published by the Office for National Statistics or any successor government ministry, department or agency, to be the Index for the purposes of this clause. The Landlord shall act reasonably in making its selection of a replacement index. The Landlord shall notify the Resident of the replacement index as soon as is reasonably practicable after having selected it.

40. Reference to Surveyor

- 40.1. If:
- 40.1.1. the Index is re-based or ceases to be published and the circumstances are such that it is impossible or impractical to calculate the increased Rent by reference to the Index; or
 - 40.1.2. it is otherwise impossible or impractical to calculate the increased Rent by reference to the Index,
- then, the increased Rent will (in respect of each relevant Review Date) be determined by a surveyor (the “**Surveyor**”), and the Surveyor shall determine such reasonable rent for the Premises on the relevant Review Date as the Surveyor considers appropriate having regard to the purposes and intent of the provisions in this clause.
- 40.2. The costs of appointment and fees of the Surveyor shall be paid by the Landlord.
- 40.3. The Surveyor will act as an expert.
- 40.4. If the Surveyor dies, or gives up the appointment, or fails to act in accordance with this clause, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord may make a further appointment of, or application for, a substitute Surveyor.
- 40.5. Any decision of the Surveyor under this clause (including a decision as to whether it is impossible or impractical to calculate the increased Rent by reference to the Index) will be final and binding.
- 41. General**
- 41.1. If the Landlord has not notified the Resident of the amount of the increased Rent before the relevant Review Date, the Rent shall continue to be payable at the rate payable immediately before the relevant Review Date. Within five business days after the Landlord has notified the Resident of the amount of the revised Rent, the Resident shall pay the Landlord the shortfall (if any) between the Rent paid and the increased Rent for the period from the relevant Review Date until the next calendar month payment date after the Landlord’s notice together with interest on that shortfall at the Bank of England base rate from time to time from the relevant Review Date until the date the Resident makes the payment of the shortfall.
- 41.2. If there is any legislation in force at the relevant Review Date which restricts the Landlord’s right to increase to or receive any increase in the Rent in accordance with this clause, then the date on which the legislation is repealed or amended to allow an increase of or receipt of an increase in the Rent, will be a further Review Date and the Landlord will be entitled to require an increase of the Rent in accordance with this clause, provided that the “previous Review Date” for the purposes of determining the Previous Index Figure, will be the Review Date immediately before such legislation came into force.
- 41.3. Time will not be of the essence in relation to this clause.

SIGNED for and on behalf of the LANDLORD by URBANBUBBLE LIMITED acting in its capacity as agent for CADENT GAS PENSION PROPERTY COMPANY 1 LIMITED and CADENT GAS PENSION PROPERTY COMPANY 2 LIMITED

SIGNATURE

NAME

DATE

SIGNED by the Resident

SIGNED by the Resident (if applicable)

SIGNED by the Resident (if applicable)

SIGNED by the Resident (if applicable)

SIGNED by the Resident (if applicable)

SIGNED by the Resident (if applicable)

SIGNED by the Guarantor(if applicable)

SIGNED by the Guarantor(if applicable)

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