

SAMPLE AGREEMENT

For letting furnished dwellinghouse on an Assured Shorthold Tenancy under Part 1 of The Housing Act 1988

Date 6th September 2020

Parties

1. The Landlord
BPS Management Property
Ltd 1 Derby Buildings
Wavertree Road
Liverpool 7 3ES
2. The Tenant
SAMPLE SAMPLE
3. The Guarantor

Property

The dwellinghouse situated at and being
Flat 4, Room 1, 58-60 Lime Court, Lime Street, Liverpool L1 1JN

Together with the Fixtures Furniture and Effects therein and more particularly specified in the inventory thereof signed by the parties.

Term

A term of 44 weeks from 28th September 2020
With an option for a further 10 weeks retainer if required

Rent

£80 per week.

Payable

Rent and energy charges for the term is payable in advance. Post-dated cheques are to be provided to the Landlord for the following dates and amounts. Alternatively, a D/D mandate or Debit Card mandate for these payments are possible. Please ensure you select one of the above or provide post-dated cheques or complete the preferred mandate.

44 weeks @ £80 per week payable by 3 installments as follows:

Holding Deposit £80 (Equivalent to one weeks rent)
this is deducted from your 1st rent installment

28th September 2020	£1,200 (-£80 holding deposit)
11th January 2021	£1,200
27th April 2021	£1,120

Another Holding Deposit of £80 is payable if retaining
your room for the following year.

Total	£3,520.00
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(Must be paid at the end of the following June if the room is being retained)

Tenants should note:

- Tenancy Agreements will NOT be completed until all post-dated cheques are in hand or a D/D mandate or Debit Card mandate for payments has been received.
- In the event of no Guarantor being available (foreign students), full payment is required in a one-off payment at the beginning of the term.
- This Agreement is for the aforementioned Flat Number and Room Number and it is not permissible to change either the Flat Number or Number once the Agreement is signed.
- Telephone outlets situated in bedrooms may be connected to the BT network. Arrangement of connection is responsibility of the student and may carry a connection charge.
- All keys must be handed in to the office of the Landlord immediately upon termination of the Agreement. If keys are lost a charge of £10.00 per replacement key will be made.

1. The landlord lets and the tenant takes the property for the Term at the rent payable as above.
2. This agreement is intended to create an assured shorthold tenancy as defined in Section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly.
3. Where the context admits:
 - (a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
 - (b) "The Tenant" includes the persons deriving title under the tenant
 - (c) References to the property include references to any part or parts of the property and to the fixtures furniture and effects or any of them.
4. The Tenant will:
 - (a) Pay the rent at the times and in the manner specified
 - (b) The provision by the Tenant of post-dated cheques as herein before provided and the acceptance of the same by the Landlord shall not be taken to imply any right of the Tenant to determine the Term.
 - (c) Not raise any objection in relation to sex, race or religion of other persons sharing the Property.
 - (d) Not damage or injure the property or make any alteration in or addition to it
 - (e) Preserve the fixtures, furniture and effects from being destroyed or damaged and not remove any of them from the property
 - (f) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good and pay for the repair of or replace all such items of the fixtures furniture and effects as shall be broken lost, damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted).
 - (g) Leave the furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.
 - (h) Pay for the washing and cleaning (including ironing and pressing) of all counterpanes, blankets and curtains which shall have been soiled during the tenancy (the reasonable use thereof nevertheless to be allowed for)
 - (i) Permit the landlord or the landlord's agents at reasonable hours in the daytime to enter the property to view the state and condition thereof.
 - (j) Not to assign sublet share occupation receive guests who stay overnight or part with possession of the property or any part thereof, provided that the Tenant may assign the benefit of this Agreement for the residue of the Term with the consent of the Landlord on such terms as the Landlord in its absolute discretion thinks fit (including without prejudice to the generality of the foregoing meeting the costs of the Landlord in considering a request for such assignment).
 - (k) Not carry on the property any profession trade or business or let apartments or receive paying guests on the property or place or exhibit any notice board or notice on the property or use the property for any other purpose than that of a strictly private residence.
 - (l) Not do or suffer to be done on the property anything which may be or become a nuisance or annoyance to the landlord or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the property against fire or otherwise or increase the ordinary premium for such insurance.
 - (m) Permit the landlord or the landlord's agent at reasonable hours in the daytime at anytime during the term of the Agreement to enter and view the property with prospective tenants.
 - (n) Perform and observe any obligation arising under the Local Government Finance Act 1988 or regulations made there under to pay contributions to a collective community charge or any subsequent Act.
 - (o) Not allow any pets or animals to be kept on the property.

- (p) Not allow any children to reside on the property.
 - (q) Not wallpaper or decorate without landlord's written consent.
 - (s) Be responsible for their own possessions including the insurance thereof.
 - (t) Be responsible for the purchase of a television license for any television set either in the bedroom or jointly with other tenants in the kitchen/dining room.
 - (u) Allow the landlord access every Thursday between the hours of 2.00- 4.00pm, without the need for any further notice, in order to check fire safety equipment alarm.
 - (v) Pay for any vandalism caused to fire extinguishers or if any are expelled or discharged or recharging to pay the cost for repair for their repair or refilling such cost to be shared between all tenants in the flat unless informed of the individual who caused the damage. The cost is a circa £20.
 - (w) To ensure the common areas of the property are kept clean and hygienic. Failure to keep to housekeeping standard will result in Landlord despatching cleaners and tenant paying for same.
 - (x) To pay for professional cleaners to clean the property in the event of any breach of clause (w) above.
 - (y) To pay interest on any sums due to the Landlord at 2% per month from the date seven days after which they became due until payment.
5. Provided that if the rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the tenant and the landlord may re-enter on the property (subject always to any statutory restrictions on his power to do so) and immediately thereupon the tenancy shall absolutely terminate without prejudice to the other rights and remedies of the landlord.
- 6 The guarantor guarantees the payment by the Tenant to the Landlord of the said rent and other terms due under this agreement and the performance and observance by him of the terms of this tenancy agreement.
- 7 The Landlord agrees with the Tenant as follows:
- (a) To pay and indemnify the tenant against all assessments and outgoings in respect of the Property.
 - (b) That the Tenant paying the rent and performing the agreements on the part of the Tenant may possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
 - (c) To return to the tenant any rent payable for any period while the property is rendered uninhabitable by fire the amount in case of dispute to be settled arbitration.
- 8 This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.
- 9 The Tenant/Guarantor shall re-imburse the Landlord the cost of any damage caused to the Property when returned at the end of the agreed term. Following vacant possession, an inspection shall be made and should any damage or substantial cleaning be required an invoice shall be raised which will be payable within 7 days.
- 10 The Tenant agrees to the Landlord Fire Safety Agreement, drawn up in conjunction with the fire service to highlight the risk of misuse of fire equipment a copy of which is provided to each tenant at the commencement of the Tenancy.
- 11 STUDENTS EXEMPTION CERTIFICATES must be provided, failing to do so will result in the student being responsible for council tax. The Tenant will pay all Council Tax levied or payable in respect of the Property unless a student Exemption Certificate is provided by the tenant for the whole of the term.
- 12 **STRICTLY NO DSS**
- 13 **STRICTLY NO SMOKING**

EXAMPLE INVENTORY

BEDROOMS

- 1 SINGLE / QUEEN BED
- 1 WARDROBE
- 1 CHEST OF DRAWERS
- BOOKSHELF / PINBOARDS
- 1 FITTED DESK WITH SWIVEL CHAIR
- 1 BEDSIDE CABINET
- TELEPHONE OUTLET
- TV AERIAL OUTLET
- BLINDS & MIRROR
- FITTED CARPETS / LAMINATE
- LITTER BIN

KITCHENS/ COMMON AREAS

- SOFA AND CHAIRS
- BREAKFAST BARS & STOOLS
- DINING TABLE & CHAIRS
- COFFEE TABLE,
- LAMP,
- REFRIDGERATOR/FREEZER COOKER
- HOB & EXTRACTOR
- MICROWAVE
- IRON & IRONING BOARD
- VACUUM CLEANER

BATHROOMS

- TOILET ROLL HOLDER
- WC BRUSH & HOLDER
- SHELF
- TOWEL RAIL

COMMUNAL AREA

- FIRE EXTINGUISHERS

PLEASE NOTE THIS IS SAMPLE INVENTORY, PLEASE CHECK YOUR AGREEMENT FOR THE INVENTORY INFORMATION THAT RELATES TO YOUR CHOSEN ACCOMMODATION.

AS WITNESS THE HANDS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED by the above named
(THE LANDLORD)

.....

Date

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IN THE PRESENCE OF (Print full name and
address after signature)

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Date
SIGNED by the above named
(THE TENANT)



.....

Date

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IN THE PRESENCE OF (Print full name and
address after signature)

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.....

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.....

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Date

.....

SIGNED by the above named
(THE GUARANTOR)



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Date

.....

IN THE PRESENCE OF (Print full name and
address after signature)

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.....

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Date

.....

Note!
Witnesses must be
independent i.e. not a
family member.

FORM OF UNDERTAKING

BPS Management Property Limited
1 Derby Buildings
Wavertree Road
Liverpool L7 3ES

I of, in consideration of you agreeing to grant tenancy of the property within described to the within named tenant do undertake that I will make good to you upon your written demand all sums due to you from the within named tenant as a result of any default by the tenant in the payment of the rent or after payment due or in the observance of any of the provisions of the within written agreement and that my liability under this Agreement shall commence only upon the date of the commencement of the tenancy within stipulated and shall not cease until formal release by you.

Signed (Guarantor)

Date



Witness

Name

Address

.....

.....

Occupation

Date

Note!
Witnesses must be independent i.e. not a family member.

B.P.S Management Property Limited
1 Derby Buildings, Wavertree Road, Liverpool L7 3ES
Tel: 0151 708 6544 Fax: 0151 708 0429

EM/nb/G
04/06/19

Dear

Re: SAMPLE SAMPLE, Flat 4, Room 1, 58-60 Lime Court, Lime Street, Liverpool L1 1JN

We understand you are willing to stand for Guarantor for the rent and the performance and observance of the terms of the above tenancy.

This means that once you have signed the Agreement and the Form of Undertaking you will be responsible for the rent and any other charges which may become due under the said Agreement should the tenant fail to perform and I would particularly draw your attention to Clause 4(b) of the Agreement regarding termination of the tenancy.

For your information we enclose a copy of the letter sent to the tenant.

Two copies of the Agreements have been sent to the tenant and when presented to you, please sign **ALL** copies of the Agreement and form of undertaking where appropriate and ensure that **ALL** copies are returned to this office for endorsement, together with the post dated cheques, following which one copy will be returned to the tenant for safekeeping.

This is imperative as occupation of the accommodation will not be permitted until all requisite documentation is in place.

Yours sincerely

Eric Mahoney
Director

B.P.S Management Property Limited
1 Derby Buildings, Wavertree Road, Liverpool L7 3ES
Tel: 0151 708 6544 Fax: 0151 708 0429

EM/nb/T
04/06/19

Dear SAMPLE

Re: Flat 4, Room 1, 58-60 Lime Court, Lime Street, Liverpool L1 1JN

Please find enclosed two copies each of the Tenancy Agreement, Notice of Assured Shorthold Tenancy and Form of undertaking in respect of the above. Please sign **ALL** copies of the Notice and the Agreement where appropriate and have your signature witnessed by an independent party (not a relative).

Similarly your Guarantor should also sign **ALL** copies and again have his/her signature witnessed.

ALL copies should then be returned to this office for endorsement by the landlord together with the post-dated cheques due under the terms of the Agreement.

We must emphasise that the Agreement is for the said flat and room number and it is not permissible to change either without prior written permission from the landlord.

It is imperative that this documentation is properly completed and returned to us in good time, as occupation will not be possible until these are in our possession.

As stated in your Agreement you are responsible for the insurance of all personal belonging during the tenancy and for your information Endsleigh Insurance (Tel: 0151 708 7117) will cover this accommodation on a 'Halls of Residence' basis.

We would also draw your attention in particular to Clause 4(b) of the Agreement regarding termination of the tenancy.

If you have any queries please do not hesitate to contact this office.

Yours sincerely

Eric Mahoney
Director