Appendix F – Tenancy Agreement with [redacted] 2020 - 2021

2020 - 2021

ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a residential dwelling

Important Notes for Tenants

This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment or the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.

Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.

If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. **This tenancy agreement is for letting unfurnished accommodation on an assured shorthold tenancy within the provisions 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.**

2. **Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.**

3. **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.**

4. **Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair of 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.**

5. **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.**

6. **This agreement has been drawn up after consideration of the Office of fair Trading's Guidance on Unfair terms in Tenancy Agreements.**

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created this Agreement is and shall be an assured shorthold within the meaning of the housing Acts.

TENANCY PARTICULARS

Date: 03 April 2020

Landlord: Mr and Mrs Neil and Penny Morris

Landlord's Address: Little Slinfoldland, Stane Street, Five Oaks, Billingshurst, West Sussex, RH14 9AZ

Tenant(s): [redacted]

Property: The Old Dairy, Five Oaks Farm, Stane Street, Five Oaks, Billingshurst, West Sussex, RH14 9AZ

Term: 12 (Twelve) Calendar Months

Commencement Date: 01 April 2020

Expiry Date: 31 March 2021

Rent: [redacted]

Rent Payment Date: 1st day of each month

Deposit: N/A

1 INTERPRETATION

1.1 The expression "the Landlord" shall apply to the person who is for the time being entitled to the reversionary interest in the Premises on determination of the Term.

1.2 The expression "the Tenant" includes the persons deriving title under the Tenant.

1.3 Where "the Landlord" or "the Tenant" for the time being comprises two or more persons, the obligations made by or with them in this agreement shall be made by or with such persons jointly and severally (this means that if there is more than one Tenant, each Tenant will be liable for all sums due under the agreement and not just liable for a proportionate part).

1.4 Words importing only the masculine gender include the feminine gender, and words importing the singular number include the plural number and visa versa.

1.5 References to any statutory provision include any statutory re-enactment or modification of it for the time being in force.

1.6 Any obligation by the Tenant not to do any act or thing shall include an obligation not to permit or allow the doing of such act or thing.

1.7 References to the Premises include references to any part or parts of the Premises and to the fixtures [furniture, furnishings,] and contents as set out in the Inventory.

2 AGREEMENT

2.1 The Landlord agrees to let and the Tenant agrees to take the Premises for the Term at the Rent.

2.2 The Rent shall be payable in advance on the **01st** day of each and every month of the Term with the first of such payments to be made on the signing of this agreement. The payment for any period of less than one calendar month is to be apportioned on a daily basis.

[2.3 The Premises are let together with the right(s) for the Tenant set out in Schedule 1 [and excepting and reserving for the Landlord the rights set out in Schedule 2]].

3 TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord as follows:

3.1 Rent
To pay the Rent during the Term on the days and in the manner stated above (whether formally demanded or not) without any deduction (except where it is lawful to do so) to the Landlord by **direct debit** to the Landlord's bank account.

3.2 Outgoings
To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the property), including any which are imposed after the date of This Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee

relating to the supply of water, gas, electricity and telephone of the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services (i.e. gas, electricity, water supply etc.)

3.3 Services

3.3.1 To pay for (direct to the relevant authority or supplier) all gas, electricity, fuel oil, and water which is consumed or supplied on or to the Premises and for all telephone calls made throughout the Term, and the amount of all rentals and standing charges for gas, electricity, fuel oil, and water or the provision of a telephone line throughout the Term.

3.3.2 To pay the amount of the television licence fee [and of any charges for cable or satellite television services for the Premises] throughout the Term.

[3.3.3 To pay all charges for the security alarm or other security system at the Premises together with any and all "call out" charges resulting from the security alarm or other security systems at the Premises being activated whether or not intentionally during the Term].

3.3.4 To ensure that all accounts issued by the relevant authorities or suppliers are issued to and made out to the Tenant for the duration of the Term. Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, whether during or at the end of the Term, the Tenant is to pay, or be liable to pay, the costs associated with reconnecting or resuming those services.

3.4 Repair

Sections 11-14 of the Landlord and Tenant Act 1985 (as amended) apply to the agreement. These require the Landlord to keep in repair the structure and exterior of the Premises and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation and for space and water heating. It is the Tenant's obligation to:

3.4.1 Advise the Landlord promptly of any defects and disrepair in or at the Premises for which the Landlord is liable;

3.4.2 Keep the interior of the Premises and the paint, wallpaper and decorations, fireplaces, window fittings, sash cords, glass doors, and door furniture in good, clean, and tenantable repair and condition;

3.4.3 Keep cleansed and free from obstruction all gutters, down pipes, drains, sanitary apparatus, water and waste pipes;

3.4.4 Make good promptly all damage and breakages to the Premises and to the items listed in the Inventory that may occur during the Term that are the responsibility of the Tenant (with the exception of fair wear and tear and accidental damage by fire), and to inform the Landlord of any such work undertaken;

3.4.5 Replace promptly all broken glass with the same quality glass where the Tenant, his family or visitors caused the breakage;

3.4.6 Clean all the windows of the Premises both inside and outside at least once in every two calendar months of the Term and at the end of the Term;

3.4.7 Keep the Premises well and sufficiently aired and warmed at all times during the Term and to take all such precautions as may be reasonably necessary to prevent water pipes, sinks, WCs, and cisterns within the Premises becoming damaged by frost; and in the event of any damage being so caused by the Tenant's failure, to take such precautions to make good such damage at the Tenant's own expense;

3.4.8 Use reasonable endeavours to keep the Premises free from pests and vermin, and to advise the Landlord promptly of any infestation of insects, vermin, wet or dry rot, or of any disrepair which if continued might cause further damage to the Premises or a danger to any person;

3.4.9 Preserve the [furniture, furnishings,] fixtures and other items listed in the Inventory from being destroyed or damaged and not to remove them from the Premises;

3.4.10 Reimburse the Landlord, at the end of the Term, the reasonable costs of the professional washing and cleaning of any carpets, curtains, linens, bedding, upholstery and similar articles which become soiled during the Term where it is reasonable for the Landlord to incur such costs; [and]

[3.4.11 Keep the [garden][patio][terrace] of the Premises clean and tidy and to mow the lawns as often as necessary and to keep the flower beds free from weeds and hedges trimmed, and not to lop, top, cut down, remove, or otherwise injure any trees, shrubs, or plants growing upon the Premises, or to alter the general character of the [garden][patio][terrace], and throughout the whole of the Term to cultivate the garden in a reasonable manner according to the season of the year.]

3.5 Decoration and Alterations

3.5.1 Not to make any alterations or additions to the Premises either internally or externally whether structural or otherwise without the Landlord's consent.

3.5.2 Not to make any alterations or additions to or tamper or interfere with the electric, gas, or plumbing systems, installations, or meters in or serving the Premises without the Landlord's consent.

3.5.3 Not to carry out any re-decoration of the Premises or any part thereof [without prior written consent of the Landlord].

3.5.4 Not to do anything or omit to do anything upon the Premises which shall cause damage to or deterioration of its internal or external surfaces or to the coverings or decorations of those surfaces [save that the Tenant shall be permitted to hang a reasonable number of pictures provided that they are hung using good quality picture hooks, and that at the end of the Term the walls are made good to the reasonable satisfaction of the Landlord].

3.5.5 Not to place or exhibit any notice board or notice or sign visible from outside the Premises advertising any profession, trade, or business, or any goods or services.

3.5.6 Not to erect any television aerial, satellite dish, or radio mast, or install cable television, without the prior written consent of the Landlord. In the event of consent being given any equipment must be removed at the end of the Term, if required by the Landlord, and any damage to the Premises made good at the Tenant's expense.

3.6 Security and Keys

3.6.1 The Landlord's insurance does not cover the Tenant's possessions. The Tenant is responsible for arranging insurance cover for public liability and for personal belongings and effects brought onto the Premises.

3.6.2 Not to install or change or alter any locks [or security codes] at the Premises without the Landlord's prior written consent and to provide the Landlord with a set of keys [or the new codes] immediately upon replacement.

3.6.3 Not to leave the Premises unoccupied for any period whatsoever without locking and securing all windows and doors that permit access to the Premises, and to ensure that the security alarms or other security devices are set at all appropriate times.

3.6.4 Not to leave the Premises unoccupied or vacant for any period greater than 21 days at any one time without first giving written notice to the Landlord of the intention to do so.
N.B. Failure to comply with this obligation may lead to the Landlord treating the Premises as abandoned and the tenancy at an end (see clause 5.6.1 below)

3.7 Use of the Premises

3.7.1 To use the Premises only for the purpose of a private residence in the occupation of the Tenant.

3.7.2 Not to underlet, share, or part with possession or occupation of the Premises or any part of it, nor take in any lodger or paying guest.

3.7.3 Not to assign the Tenancy without the prior written consent of the Landlord, such consent not to be unreasonably withheld by the Landlord who may, where it is reasonable to do so as a condition of such consent, require the Tenant to enter into a Guarantee of the assignee's compliance with the Tenant's obligations for the remainder of the fixed period of this agreement.

3.7.4 Not to use the Premises or allow the Premises to be used for any profession, business, or trade whatsoever, nor to use the Premises, or allow the Premises to be used, for any illegal, immoral, or improper purpose.

3.7.5 Not to keep or permit to be kept on the Premises, any animal, fish, reptile, or bird [without the previous written consent of the Landlord]. Such consent may be withdrawn in the event that the animal, fish, reptile, or bird causes damage to the Premises or a nuisance or annoyance to the Landlord or to the owners or occupiers of any nearby premises]

3.7.6 Not to do, or permit to be done, in or on the Premises, any act or thing which may be or become a nuisance or annoyance (this includes any nuisance or annoyance caused by noise) or cause damage or inconvenience to the Landlord or the Tenants or occupiers of any nearby premises

3.7.7 Details of the Landlord's insurance are provided with this Agreement. The Tenant shall not do, or permit to be done in or about the Premises, any act or thing which may render void or invalidate the insurance of the Premises or otherwise increase the ordinary premium for the insurance.

3.7.8 Not to use or keep in the Premises any type of stove, heater, or lamp burning paraffin (or any type of fuel oil), nor to use, or permit to be used, any electrical apparatus or other equipment of a type or in a condition which might endanger the Premises.

3.7.9 Not to obstruct any access to the Premises.

3.7.10 Not to engage any contractor or otherwise incur expenditure on behalf of the Landlord (except in case of emergency) without the prior written approval of the Landlord.

3.7.11 Not to keep, park, or store any boat, caravan, commercial or similar vehicle at or near the Premises.

3.7.12 To forward without delay to the Landlord any correspondence addressed to the Landlord which is delivered at the Premises, and to inform the Landlord promptly of any notice affecting the Premises which may be served on the Tenant or left on the Premises or otherwise comes to the attention of the Tenant.

3.8 Entry and Inspections

3.8.1 Upon being giving not less than 24 hours prior notice (except in the case of emergency when no notice shall be required), to permit the Landlord or the Landlord's contractors to enter upon the Premises at all reasonable times:

(a) To examine the state and condition of the Premises;

(b) For the purposes of repairing the Premises or carrying out any structural or other necessary repairs to [either] the Premises [or the Building] that can only be carried out by having access to the Premises;

(c) To view the Premises at reasonable hours in the day time with prospective Tenants or purchasers of the Premises.

3.9 Notice to Repair

3.9.1 Upon the Landlord giving the Tenant notice in writing specifying any repairs, re-decoration, cultivation, or other work required to be undertaken by the Tenant, and upon the Tenant failing to carry out the required works within 21 days of service of such notice, to permit the Landlord to enter upon the Premises and to carry out such repairs. The reasonable costs incurred by the Landlord in making such repairs shall be a debt due from the Tenant to the Landlord payable on demand.

3.10 Costs

3.10.1 To pay to the Landlord all reasonable costs and expenses (including VAT where the Landlord is not able to recover VAT) reasonably incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisers):

(a) in respect of any action taken by the Landlord in connection with a breach by the Tenant of any obligation on the part of the Tenant contained in this agreement; and

(b) in connection with all applications by the Tenant for any consent or approval of the Landlord required by the terms of this agreement, including those incurred in cases where consent is refused or the application is withdrawn.

3.11 The End of the Term and the Removal of the Tenant's Belongings

3.11.1 To give the Landlord 2 months notice if the Tenant intends to leave at the end of the fixed term of this agreement.

3.11.2 At the expiration or sooner determination of the Term:

(a) to deliver up to the Landlord the Premises, and the items set out in the Inventory, free from rubbish and in such order, condition, and state as shall be consistent with the due performance of the obligations of the Tenant contained in this agreement;

(b) not to remove any of the items listed in the Inventory from the Premises and to leave them in the several rooms and places as described in the Inventory or as found at the commencement of the Term; and

(c) to deliver to the Landlord all keys [and security devices or codes] for the Premises on expiry of the Term and to pay all reasonable charges incurred by the Landlord in securing the Premises against re-entry where the keys are not returned.

3.11.3 If any of the Tenant's goods or any goods belonging to the Tenant's household shall not have been removed from the Premises at the expiration or sooner determination of the Term, the Landlord will remove and store such items for 28 days or such other period as is reasonable in the circumstances. The Landlord will notify the Tenant at the last known address. If the items are not collected within the said storage period, the Landlord may dispose of them in such manner as is reasonable in the circumstances and the Tenant will be liable for all reasonable removal and/or storage and/or disposal charges incurred by the Landlord. The reasonable costs incurred by the Landlord in removing storing and disposing of the items may be deducted from any sale proceeds or the Deposit and, if there are any costs remaining after such deduction, they will be recoverable from the Tenant as a debt.

4 LANDLORD'S AGREEMENTS

The Landlord agrees with the Tenant as follows:

4.1 Insurance

To keep the Premises [and the Building] insured against loss or damage by fire, tempest, flood, or explosion, and such other risks as the Landlord shall consider appropriate, provided that there should be no liability on the Landlord:

4.1.1 To insure any goods or effects whatsoever of the Tenant; or

4.1.2 To insure the Premises [or the Building] or any goods or items whatsoever against accidental damage by the Tenant or damage due to negligence or fault of the Tenant.

4.2 Quiet Enjoyment

To permit the Tenant paying the rent under this agreement and performing and observing the various obligations on the part of the Tenant set out above, to hold the Premises peaceably without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

5 MUTUAL AGREEMENTS

5.1 Deposit

5.1.1 On the signing of this Agreement, the Tenant shall pay to the Landlord the Deposit as security for the Landlord in respect of:

(a) any rent or other payments due from the Tenant which remain unpaid;

(b) any damage to the Premises or the items listed in the Inventory for which the Tenant may be liable;

(c) any unpaid accounts for council tax, gas, electricity, fuel oil, or water consumed by the Tenant in the Premises, and any unpaid telephone charges;

(d) any other breach by the Tenant of the Tenant's agreements and obligations under this agreement;

(e) any sum repayable by the Landlord to the Local Authority where housing benefits have been paid directly to the Landlord;

(f) any costs, expenses, charges, or other monies payable by the Tenant to the Landlord under this agreement; and

(g) any reasonable costs incurred by the Landlord due to any cheque of the Tenant which does not clear, or in respect of any reasonable costs incurred by the Landlord by reason of any letter being sent to the Tenant due to rent arrears, or any other breach of the Tenant's obligations under this agreement.

5.1.2 The Landlord shall protect the deposit in accordance with the requirements of the Housing Act 2004 by use of an authorised deposit scheme, and deductions from, and repayments of the deposit will be dealt with in accordance with the rules of the scheme. As required by the Housing Act 2004, the Landlord will provide the Tenant with information about the scheme used within 14 days of receipt of the deposit.

5.2 Interest

5.2.1 In the event that any instalment of rent or any other money payable by the Tenant under this agreement is not paid within 14 days of the day on which it became due, then the same shall carry simple interest at the rate of 4 per cent per annum above the base rate of HBOS plc for the time being in force, calculated on a daily basis from the date upon which the same became payable until the date of payment.

5.3 Recovery of Possession

5.3.1 The Landlord may bring a court action to recover possession of the Premises, even if any previous right to do so has been waived, if and whenever during the Term:

(a) the Rent is outstanding for 14 days after becoming due whether formally demanded or not; or

(b) there is a breach by the Tenant of any obligation or other term of this agreement; or

(c) the grounds for possession in the Housing Act 1988 Schedule 2, Part I grounds 2 or 8, or any of the grounds in Part II of that Schedule other than grounds 9 or 16 apply; or

(d) the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors, or has any distress or execution levied on his goods.

[5.3.2 The Landlord (or, in the case of joint Landlords, at least one of them) has occupied the Premises as his only or principal home and may require the Premises as his or his spouse's only or principal home. The Landlord hereby

gives notice that possession of the Premises may be recovered on Ground 1 in Part I of Schedule 2 to the Housing Act 1988.]

[5.3.3 The Premises are subject to a mortgage granted before the beginning of this agreement and the mortgagee is or may be entitled to exercise a power of sale and may require possession of the Premises for the purpose of disposing of the Premises in the exercise of that power. The Landlord hereby gives notice to the Tenant that possession of the Premises may be recovered on Ground 2 in Part I of Schedule 2 to the Housing Act 1988.]

5.4 Suspension of Rent

5.4.1 If the Premises or any part of it shall at any time during the Term be destroyed or damaged by any risk that the Landlord is obliged to insure against under the terms of this agreement, the Rent (or a fair proportion of it by reference to the nature and extent of the damage) shall cease to be payable for so long as the Premises or any part of it remains unfit for use, provided that this shall not apply if the relevant policy of insurance is rendered void or voidable, or payment of the whole or part of the insurance monies is refused, in consequence of some act or default on the part of or suffered by the Tenant.

5.5 Notices

5.5.1 Any notice or other document to be served on either of the parties under the terms of or in connection with this agreement shall be sufficiently served if it is left or delivered at, or sent by special delivery or by recorded delivery addressed to:

(a) the address of the party to be served as specified in the Tenancy Particulars; or

(b) such other address as may from time to time be notified in writing to the other party; or

(c) (in the case of any notice which is to be served on the Tenant) the Premises.

5.5.2 Any notice or document of the kind referred to in this clause if sent by special delivery or by recorded delivery, addressed as required above, shall be deemed to have been sufficiently served 48 hours after the time of posting (unless returned by the Post Office undelivered).

5.6 Abandonment

5.6.1 If it comes to the attention of the Landlord that the Premises have not been occupied by the Tenant for more than 21 days and the Tenant has not given the Landlord notice in accordance with clause 3.6.4 above, and if, following further investigation by the Landlord, the Landlord forms the belief, and has reasonable cause to believe, that the Tenant has ceased to reside at the Premises, the Landlord may treat the Premises as being abandoned by the Tenant and re-enter the Premises and thereby bring this agreement to an end. Such entry by the Landlord will not affect any right or rights the Landlord may have against the Tenant in respect of any subsisting breach by the Tenant of the Tenant's agreements and obligations under this agreement as at the date of the re-entry

5.7 General Provisions

5.7.1 If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

5.7.2 This agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

TAKE NOTICE THAT THIS TENANCY AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU WISH TO BE INCLUDED AND NOTHING THAT IS UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, BEFORE YOU SIGN IT YOU SHOULD CONSIDER TAKING ADVICE FROM A SOLICITOR, CITIZENS ADVICE OR A HOUSING ADVICE CENTRE.

Signed by the Landlord: [redacted]

Landlord's name: Mr and Mrs Neil and Penny Morris

Date: 03 April 2020

Signed by the Tenant(s): [redacted]

Tenant's name: [redacted]

Date: 03 April 2020