



# XENIA LETTINGS

## Assured Shorthold Tenancy Agreement

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This Agreement is subject to any manuscript amendments following negotiation between the Landlord and Tenant in relation to this Property. Such amendments will be signed or initialed by the parties prior to the grant of this tenancy.

The Tenant understands that the Landlord will be entitled to recover possession when the Tenancy Period ends.

Premises	<p><b>Insert Address</b></p> <p>together with fixtures, furniture and effects therein as specified in the inventory</p>
Designated Room	<b>FILL IN ROOM NUMBER</b>
Shared Parts	The communal areas of the Premises which are not currently or intended to be the private Designated Rooms of other occupants. The Shared Parts typically include garden(s), kitchen(s), bathroom(s), reception room(s) and any hallways and corridors linking them.
Landlord	<p><b>LANDLORD NAME</b></p> <p>Notices should be sent to C/O – Xenia Lettings, Bank House, Old Market Place, Altrincham, WA14 4PA</p>
Landlord's Agent	<p>Xenia Lettings - 08694479</p> <p>Bank House, Old Market Place, Altrincham, WA14 4PA</p>
Tenant	<p><b>TENANT NAME</b></p> <p>Notices should be sent to</p>
Guarantor	<b>Guarantor</b>
Occupancy	The maximum number of people permitted to occupy the property is 2
Term	<p>A fixed term of <b>X WEEKS</b></p> <p>Commencing on and including <b>01 January 2021</b></p> <p>To and including <b>31 December 2021</b> ("the Initial Term")</p> <p>And then continuing as a monthly contractual periodic tenancy until terminated in accordance with this agreement</p>
Rent	<b>£1,000.00, one thousand GBP per month, payable in advance on or before the 1st day of each month (a "Rent Payment Day")</b>
Holding Deposit	£
Deposit	<b>£1,000.00, one thousand GBP</b>

1. The Landlord lets to the Tenant the Designated Room, with the right to share the use of the Shared Parts with such other persons as the Landlord grants or has granted the right to use those Shared Parts, for the Term at the Rent specified above.

2. The Tenant shall pay to Xenia Lettings on the signing of this agreement the amount of the Deposit and the first payment of Rent, unless the Tenant and the Landlord have agreed in writing a later date when payment may be made. This agreement shall not become binding on the Landlord until the Tenant has paid the Deposit and the first payment of Rent, and the Tenant shall have no right to occupy the Premises, until this payment has been made in full.

3. The Deposit will be paid to Xenia Lettings and held under the terms of The Dispute Service Limited, of which Xenia Lettings is a registered member. Further detail is provided in the next section of this document.

4. Payments of Rent will be paid to Xenia Lettings and will be paid to the Landlord with Xenia Lettings' fees deducted where applicable in line with the Landlords Lettings and Management Agreement.

5. The Tenant shall pay all future Rent when it becomes due, either to Xenia Lettings or the Landlord directly; the Tenant will be notified in writing of the correct account details for payment. Further detail is provided in subsequent sections of this document and in Xenia Lettings' Terms and Conditions.

6. It is a condition of this agreement that the Tenant and any occupiers of the Premises over the age of 18, at all times maintain a right to rent in accordance with and as defined by the Immigration Act 2014 (where applicable). If the Tenant does not provide satisfactory documentation to allow the Landlord to verify the Tenant's identity and to satisfactorily perform any right to rent immigration checks required, the Landlord will not permit the Tenant to occupy the Premises.

7. This agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended).

8. The following documents form part of this agreement and in accepting the terms and conditions herein and signing the contract, the Tenant is confirming their agreement to the terms contained within these documents: -

- Scale of Fees

#### Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

#### **The Dispute Service Limited**

West Wing, First Floor

Maylands Building

200 Maylands Avenue

Hemel Hempstead

Herts HP2 7TG

Phone 0300 037 1000

Email [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com)

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).

**(i) THE DEPOSIT**

The amount of the deposit paid is **£ ADD THIS IN**

**(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES**

**ADD THIS IN**

**(iii) DETAILS OF THE LANDLORD(S)**

Name(s) : **ADD THIS IN**

Address C/O Xenia Lettings Ltd, Bank House, Old Market Place, Altrincham, WA14 4PA

E mail address: [Contact@xenialettings.com](mailto:Contact@xenialettings.com)

Telephone number: 0161 974 3575

**(iv) DETAILS OF THE TENANT(S)**

Name:

Address (Lead Tenant)

E mail address:

Mobile number:

Contact details for the tenant(s) to be used at the end of the tenancy

Name:

Address

E mail address :

Mobile number :

Please provide the details requested in (iv) for each tenant (there is a continuation sheet for this purpose).

**(v) RELEVANT PERSON'S CONTACT DETAILS**

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

**(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD**

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) A of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

**(vii) CONFIRMATION**

The landlord certifies and confirms that:

- a) the information provided is accurate to the best of my/our knowledge and belief and
- b) I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of  
the landlord

Signed by the tenant(s)

Name

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

**Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)**

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

**ADD THIS IN**

**(iv) CONTACT DETAILS**

Name:

Address

E mail address:

Mobile number:

Details of the Tenant(s) contact details to be used at the end of the tenancy

*(This section only needs to be completed for a tenant, **not** a relevant person)*

Name :

Address

## Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the tenancy in addition to the main terms found in this agreement. If any of these terms are breached, the Landlord may be entitled to deduct monies from the Deposit, claim damages from the Tenant, and/or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

### The Tenant agrees:

9.1. That any obligation upon the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or cause any licensee or visitor to breach that obligation.

9.2. To pay the Rent as specified earlier in this agreement whether or not it has been formally demanded. The first payment of Rent shall be paid directly to Xenia Lettings. After this the Tenant will be notified in writing of the correct payment details to use and they shall pay all further Rent as directed either to Xenia Lettings, or the Landlord directly.

9.3 To pay interest at 3% above the Bank of England base rate upon any Rent in arrears or other monies due under this agreement for more than 14 days calculated from the date upon which it became due to the date of payment.

9.4. As part of their rental payments, the Tenant will be paying for all gas, electricity, water and sewerage services consumed on or supplied to the Premises during the Term, and for all charges made for the use of the telephone (if any), TV licence (if any), TV service (if any), and Internet service (if any) during the Term. This includes standing charges and other similar charges and VAT, as well as charges for actual consumption. If the Tenant ceases to be a student then they are responsible for the TV License payment.

9.5. If the Tenant ceases to be a student and only then, unless otherwise agreed in writing with the Landlord, the Tenant will agree to pay any applicable Council Tax in respect of the Premises for the duration of the Tenancy regardless of legal liability for the Council Tax. If the Council Tax billing authority bills the Landlord for Council Tax for the Premises and other property together, the Tenant agrees to pay a proportionate share of the Council Tax. If the Tenant qualifies for a discount or an exemption from Council Tax it is the responsibility of the Tenant to apply for this.

9.6. To pay the Landlord's full costs in respect of any failure by the Tenant to fulfil his obligations contained in this agreement, including the actual costs of taking legal advice or action in relation to any breach of this agreement by the Tenant.

9.7. To keep the Designated Room and Shared Parts and the Landlord's contents in as good and clean state of repair and condition and decoration as they were in at the commencement of the Term and make good all damage and breakages which may occur during the Term (fair wear and tear excepted).

9.8. Not to remove any of the Landlord's contents from the Premises.

9.9. To comply with all statutory requirements upon the Tenant in respect of the Premises and contents. This includes (but is not limited to) not bringing into the Premises any furniture, furnishings or personal items that do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

9.10. Not to damage the Premises or the building or make any alteration or addition to it, nor damage or alter the electrical or plumbing system.

9.11. Not to decorate or change the style or colour of the decoration without written consent from the Landlord.

- 9.12. Not to damage interior walls or decorations by affixing pictures, mirrors, or any other hanging item using nails, screws, adhesive compounds or tapes without written consent from the Landlord.
- 9.13. Where readily accessible, and with due regard to personal safety, to keep the drains, gutters and pipes of the Premises free from obstruction and clear of any leaves or debris.
- 9.14. If applicable, to keep the garden, patio, paths, balcony or terrace, (if any), in a neat and tidy condition, swept where necessary and weeded. To maintain any lawns, trees and shrubs. Not to alter the layout of the garden.
- 9.15. To keep clean the windows inside and outside of the Premises, where safe access is possible. Failure by the Tenant to take adequate precautions to prevent glass panes being cracked or broken will result in the Tenant having to pay for any ensuing damage.
- 9.16. If there are common parts to the building, not to obstruct, keep or leave anything in them.
- 9.17. To keep the exterior free from rubbish.
- 9.18. To place all refuse in plastic bags in the designated dustbin(s) which should be kept in the area provided.
- 9.19. Not to hang clothes or other articles on any balcony, out of any window or on any of the heaters located in the rooms.
- 9.20. To replace any light bulbs, fluorescent tubes, fuses or batteries promptly and when necessary.
- 9.21. To notify the Landlord immediately regarding, and confirm in writing as soon as practical thereafter, any defect in the Premises which comes to the Tenant's attention and which is the responsibility of the Landlord to repair. Failure to do so will result in the tenant having to pay the Landlord all liabilities which may be incurred by the Landlord as a result of any such defect not having been so notified.
- 9.22. To work with the Landlord to minimise the risk caused by Legionella bacteria and in particular to keep showerheads and taps clean, not to interfere with or adjust the boiler temperature, and to run the taps in order to flush through the plumbing system after any prolonged period of inactivity.
- 9.23. To take reasonable precautions to prevent any damage to the Premises resulting from 'freezing-up'. This includes ensuring the Premises are adequately heated during periods of cold weather to ensure the water system does not freeze. Failure by the Tenant to take such precautions will result in the Tenant having to pay for any ensuing damage.
- 9.24. To take all reasonable precautions to prevent condensation and damp by keeping the Premises adequately ventilated and heated.
- 9.25. To use the Premises solely for the purposes of a private residence for the Tenant and any other persons specially permitted by Landlord to occupy the Premises.
- 9.26. Not to register a business at the Premises, and not to carry on or permit to be carried on at the Premises any trade or business other than a home business as defined by section 43ZA of the Landlord and Tenant Act 1954.
- 9.27. Not to use the Premises for any immoral, illegal or improper purposes.
- 9.28. To make only reasonable use of the utilities and communications services consistent with ordinary residential use.



9.29. Not to do or permit to be done in the Premises or elsewhere anything which may be or become a nuisance, annoyance or inconvenience to the Landlord, the owner or occupiers of any adjoining property, the neighbours, other adjoining residents or people in the immediate area.

9.30. Not to keep any cat, dog (excluding guide dogs where reasonably necessary), bird or other pet or animal at the Premises without the Landlord's written consent, such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. If consent is given, the Tenant agrees to undertake, or alternatively pay for, a full clean of the Premises with de-infestation cleaner upon termination of the tenancy.

9.31. Not to fix or suffer to be fixed to the exterior or windows of the Premises any notice board, sign, advertisement poster or aerial without the prior written consent of the Landlord.

9.32. Not to install or change any door locks or alarm codes without the Landlord's prior express written consent (not to be unreasonably withheld), and agree that the Landlord should hold a spare set of keys. In the event of the loss of a key or other security device giving access to the Premises, the Tenant agrees to pay any reasonable costs incurred by the Landlord as a result.

9.33. Not to erect external aerials or satellite dishes without the prior written consent of the Landlord.

9.34. Not to install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.

9.35. Not to do anything on the Premises which may invalidate any insurance of the Premises against fire or increase the ordinary premium for such insurance.

9.36. Not to undertake any activity that materially increases the risk of fire or other damage to the Premises or its fixtures and fittings. This includes, without limitation, candles, the storage of dangerous or flammable goods at the Premises, leaving electrical appliances such as tumble dryers on while the Premises are empty, or any other action that unreasonably increases the risk of damage.

9.37. To routinely test the operation of all smoke alarms and replace the batteries when necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational. In the event that any of the heat or smoke detectors are covered up or damaged so as to require a replacement or resulting in a call out from the Fire Brigade then the Tenant is liable for the costs of such a replacement or attendance.

9.38. Not to assign sublet or part with or share possession of the Designated Room and Shared Parts or any part of them, nor allow these to be occupied by anyone other than the Tenant and no more than the maximum number of permitted persons (the Occupancy).

9.39. Not to grant any licensees, take in any lodger, paying guest or person staying on either a permanent or semi-permanent basis.

9.40. To notify the Landlord if the Tenant is to be absent from the Premises for a period exceeding 14 days. Such notification shall be made at least 5 days prior to the commencement of the period of absence and shall state the actual dates over which the Tenant will be absent.

9.41. To take all reasonable steps to protect the Premises from frozen or burst pipes or other damage, if the Premises are left vacant for any period.

9.42. To permit the Landlord, and any superior landlord, or the Landlord's employees/agents at all reasonable times after giving the Tenant at least 24 hours' notice (except in an emergency):

- to enter the Premises to inspect the same and the Landlord's furniture and effects therein (if any) and to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider necessary. If the Tenant fails to allow access and such failure causes the Landlord to incur costs, the Tenant shall be liable for all reasonable losses resulting as a consequence.
- to enter and view the Premises with any prospective future Tenants or purchasers during the last 60 days of the tenancy.

9.43. At the end of the Term, to vacate the Premises and give vacant possession. The Premises and its content must at the end of the Term be in the same good and clean state of repair and decoration as the Premises was in at the commencement of the Term (fair wear and tear excepted). The tenant must pay for the repair or replacement of any items of the fixtures, fittings and appliances which have been damaged, destroyed or lost.

9.44. At the end of the Term, to remove all of their furniture and other goods from the Premises. The Tenant may be liable for damages if they leave items at the Premises which prevent the Landlord from making use of or re-letting the Premises, or if the Landlord incurs costs in relation to such items (for example, reasonable charges for removal or storage).

9.45. To return all sets of keys/Fobs to the Landlord by 2pm on the day of vacating the Premises, otherwise all reasonable costs of gaining entry to the Premises and resecuring the Premises will be borne by the Tenant.

9.46. To co-operate in the checking of any inventory and/or schedule of condition. The Landlord will bear the costs of preparing the inventory and/or schedule of condition and associated check-in or check-out report. The Tenant agrees to take all reasonable steps to ensure that such a report can be completed, and that they will be liable for any additional costs arising as a result of the Tenant's actions. Those are including but not limited to call-out fees from missed appointments, or any other losses or costs.

9.47. Not to smoke inside the Premises, or permit others to smoke inside the Premises, without the Landlord's written consent. Such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice.

9.48. To provide a forwarding address at the end of the tenancy, if requested by the Landlord.

9.49. To forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord within 5 days of receiving it.

## **Furniture**

If the letting includes the use of furniture and effects:

10.1. Where requested by the Landlord, the furniture and effects shall be as specified in an inventory signed by the Tenant.

10.2. The Tenant will:

- Not damage or remove from the Premises any furniture or effects.
- Make good all damage (except fair wear and tear) and breakages to the furniture and effects which may occur during the Term.
- Leave the furniture and effects at the end of the tenancy in the same position as they were at the commencement of the Term.
- Clean or pay for the cleaning of all carpets, curtains and any other parts of the Designated Room and Shared Parts or contents included in the letting which may have been soiled during the tenancy.

## Obligations of the Landlord

The following clauses set out what can be expected from the Landlord during the tenancy. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord or ask a court to make the Landlord fulfil their obligations.

### The Landlord agrees:

#### Quiet Enjoyment

11.1. To allow the Tenant to quietly hold and enjoy the Designated Room and Shared Parts during the tenancy without any unlawful interruption by the Landlord or any person rightfully claiming on behalf of the Landlord.

#### Consents

11.2. To confirm that all necessary consents have been obtained to enable the Landlord to enter this agreement (whether from superior landlords, lenders, mortgagees, insurers, or others).

#### Statutory Repairing Obligations

11.3. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:

- the structure of the Premises and exterior (including drains, gutters and pipes); certain installations for the supply of water, electricity and gas;
- sanitary appliances including basins, sinks, baths and sanitary conveniences; space heating and water heating;

but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant regarding the defect or issue in question.

11.4. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 11.3 above.

11.5. To comply with the obligation under section 9A of the Landlord and Tenant Act 1985 to keep the Premises fit for human habitation for the duration of the Term.

#### Other Repairs

11.6. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the fixtures and fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.

11.7. To provide assistance to the Tenants with keeping the Premises free from all pests or vermin as well as remedying any damage caused by pests or vermin.

#### Safety Regulations

11.8. To ensure that all the furniture and equipment provided by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993).

11.9. To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998

and that a copy of the safety check record is given to the Tenant at the start of the tenancy.

11.10. To ensure that all electrical installations at the Premises are inspected and tested at regular intervals by a qualified person and that all relevant electrical safety standards (including those under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 where applicable) are met during the tenancy.

### **Possessions and Refuse**

11.11. To remove or pay for the removal of all the possessions of the Landlord (excluding any furnishings, fixtures and fittings that are included with the tenancy) and any rubbish prior to the start of the tenancy.

### **Interrupting or Ending this Agreement**

The following clauses set out the ways in which this agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the tenancy is brought to an end.

#### **Early termination by the Landlord**

12.1. If and whenever during the Term:

- the Rent or any part of it is in arrears for 14 days after it has become due (whether legally demanded or not), or
- there is a breach of any of the obligations or agreements on the part of the Tenant, or the Tenant becomes bankrupt or insolvent or enters into a voluntary arrangement with its creditors;
- or any of the grounds for possession in the Housing Act 1988, Schedule 2 apply

the Landlord may re-enter upon the Premises or any part in the name of the whole resuming possession on the furniture and effects and immediately thereon the tenancy shall terminate, but without prejudice to the other rights and remedies of the Landlord. The Landlord's rights under this clause are subject to the restrictions of the Protection From Eviction Act 1977 and the Housing Act 1988 and the Landlord will not whilst the Tenant is residing in the Premises physically retake possession without first obtaining a Court Order.

#### **Notice to end the tenancy at or after the end of the Initial Term**

12.2. If either party wishes to end the tenancy on or after the final day of the Initial Term, they may give notice in writing to the other as follows:

- The Landlord must give notice of no less than two months, such notice to expire any time on or after the final day of the Initial Term. A notice served by the Landlord under section 21 of the Housing Act 1988 shall be sufficient notice under this clause.
- The Tenant must give notice of no less than one month, such notice to expire the day before a Rent Payment Day or on the final day of the Initial Term.

12.3. If neither party serves a valid notice to terminate the tenancy at the end of the Initial Term, the parties agree that at the end of the Initial Term the tenancy will continue as a contractual periodic tenancy on a monthly basis.

### **Uninhabitability**

12.4. If at any time the Premises are rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then, the choice being at the Landlord's sole discretion, either:

- the Rent will cease to be payable by the Tenant until the Premises are made habitable and the Landlord will be under no obligation to provide alternative accommodation; or
- the Rent will continue to be payable and the Landlord will be obligated to provide suitable alternative accommodation to the Tenant.

12.5. If following an event described above, in the reasonable opinion of an appropriate expert the Premises cannot be made habitable within one month then either party may give one month's notice to terminate this agreement following which it will end and no further obligations under it will be performable by either party save that either party may pursue the other for breaches of this agreement which pre-date said termination.

### **Effect of Notices to terminate the tenancy**

12.6. On the expiry of a notice to terminate the tenancy under clause 12.2 or 12.6 the tenancy shall end and no further obligations shall be performed under the tenancy save that either party may pursue the other for any breach of this agreement occurring before the expiry of the notice.

### **Notices & Miscellaneous**

#### **Notices**

13.1. The Landlord gives notice to the Tenant that pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address specified at the beginning of this agreement.

13.2. Any notice served upon the Tenant by the Landlord pursuant to this agreement or any statute or regulation must be served in writing and will be deemed sufficiently served if sent by registered post or first class post to or left at the Premises. Notices served by recorded delivery post, or prepaid first class post to the Premises, shall be deemed to have been properly served and received by the Tenant on the second day after posting (or if that day is not a working day on the next working day), or in the case of notices left at the Premises on the next working day after delivery.

13.3. The Landlord and the Tenant agree that notices pursuant to this agreement may be served on the other party by email. The email addresses for notice are:

Landlord: [contact@xenialettings.com](mailto:contact@xenialettings.com)

Tenant:

13.4. Notice served by email shall be deemed sufficiently served if it is sent to the Tenant or the Landlord at the email addresses identified above in this agreement and no notification of failure to deliver that email is received. Notices served by email will be deemed served on the next working day after sending.

13.5. The Landlord gives the Tenant notice under the Housing Act 1988 that possession may be recovered on the following grounds:

- The Landlord notified the Tenant that the Landlord previously occupied the Premises as the Landlord's only or principal home and the Landlord may rely on Ground 1 of Schedule 2 to the Housing Act 1988 to recover possession of the Premises in circumstances where the Landlord requires the Premises as the Landlord's only or principal home.
- The Landlord notified the Tenant that the Premises are subject to a mortgage granted prior to the

start of the tenancy for purposes of Ground 2 of Schedule 2 to the Housing Act 1988 and has served notice in accordance with Ground 1 of Schedule 2 to the Housing Act 1988.

## Miscellaneous

14.1. If the Premises comprise part only of a building the letting shall include the use (in common with others) of access ways to and from the Premises inside the building.

14.2. Where two or more persons are named on the tenancy agreement, their obligations shall be joint and several. This means, for example, that any one or more of the individuals jointly forming the Tenant can at the Landlord's sole discretion be held responsible for the full Rent and other obligations under the agreement if the other individuals do not fulfil their obligations.

14.3. References to masculine gender include the feminine; to the singular include the plural; and to the 'month' mean calendar month.

14.4. References to a working day mean a week day excluding Christmas Day, Good Friday and any day which, under the Banking and Financial Dealings Act 1971, is a bank holiday in England and Wales.

14.5. The Tenant is responsible for insuring their own belongings, furniture and furnishings in the Premises, and the Landlord will not accept liability for any loss or damage that may occur as a result of use within the Premises.

14.6. Subject to the granting of permission by the Landlord, the Tenant be entitled to permitted occupiers staying at the Property.

14.7. The Landlord and the Tenant confirm their agreement with the following documents:-

Schedule 3 – Scale of Fees

14.8. Where the Landlord's own title to the Premises is leasehold and not freehold, the Landlord may themselves be a tenant under a superior lease. The Tenant agrees to perform and observe at all times during the Term the conditions and stipulations contained in the superior lease that were notified to the Tenant prior to the commencement of the tenancy.

14.9. The Landlord is responsible for ensuring the Premises comply with any applicable property licensing regulations for the duration of the tenancy. The Tenant agrees not to use the Premises in any manner which might lead to it becoming licensable under any part of the Housing Act 2004 without the Landlord's express written consent.

14.10. 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.

14.11. The Landlord and the Tenant agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales.

14.12. The operation of section 62 of the Law of Property Act 1925 is excluded from this agreement. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

## The Guarantor



The Guarantor is the person or persons responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

"Joint and Several" means that the Guarantor will be liable with the Tenant to pay all Rent and any debt arising from any breach of the tenancy until all debt is paid in full.

15.1. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Premises the Guarantor hereby covenants with the Landlord that the Tenant will pay the Rent and comply with all the Tenant's obligations in this Agreement (including any variations to increase the Rent whether by agreement between the Landlord and the Tenant or pursuant to a notice given by the Landlord under section 13 of the Housing Act 1988). In any case of default by the Tenant, the Guarantor will pay the Landlord damages in respect of the Landlord's reasonable losses incurred as a result of that default.

15.2. As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety.

15.3. This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy (falling as a liability on the estate) throughout the period that the Premises are occupied by the Tenant and is not limited to the Term of this agreement.

15.4. If the Tenant defaults during the initial Term or any extension, renewal or continuation of this agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the agreement then on written demand the Guarantor hereby agrees to pay damages to the Landlord for all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.

15.5. It is hereby agreed that the Guarantor's liability under this Clause will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

15.6. If requested by the Landlord, the Guarantor agrees to provide written confirmation of their current address at the start of the tenancy and to notify the Landlord in writing if they move to a new address in the course of the tenancy.



The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.
- I/we have been given copies of the following documents and have read the same and agree fully to their contents. By signing of this Agreement confirms my understanding of these terms, conditions and I agree to fully adhere to them.

Schedule 3 – Scale of Fees

Tenant 1:	
Tenant Signature:	
Tenant 2:	
Tenant Signature:	
Tenant 3:	
Tenant Signature:	
Guarantor 1:	
Guarantor Signature:	
Guarantor 2:	
Guarantor Signature:	
Agent Name:	
Signed on behalf of Landlord:	
Date:	