



6 Poole Hill
Bournemouth, BH2 5PS
+44(0) 1202 296 400
admin@shr.co.uk
comp. reg. 08965129
VAT. 298 8185 31

TENANCY AGREEMENT

THIS AGREEMENT is dated

PARTIES

- (1) Ellis Raymond of Harben House, 13a Harben Parade, Finchley Road, London, NW3 6LH (**Landlord**)
- (2) Emily Henwood of Flat 7 Cresta Court, 3 Crescent Road, Bournemouth, BH2 5SS (**Tenants**)

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Smart Home Rentals Ltd: Smart Home Rentals Ltd of 6 Poole Hill, Bournemouth, Dorset, BH2 5PS. Telephone: 01202 296400
Email: admin@shr.co.uk

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Deposit: £850.00 **First Rent Payment Date:** 23rd February 2019

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property attached to this agreement.

Lawful Occupiers: Those persons listed in Parties Section listed above.

LTA 1985: Landlord and Tenant Act 1985.

Property: Flat 7 Cresta Court, 3 Crescent Road, Bournemouth, BH2 5SS

Rent: £565.00 per calendar month (payment in advance required)



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Rent Payment Dates: 23rd day of each calendar month

Scheme Administrator: administrator of either a custodial or insurance TDS.

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Term: a fixed term of 6 months from and including 23rd February 2019

Terms and Conditions: Smart Home Rentals' terms and conditions, a copy of which is annexed to this agreement

Working Day: A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 A reference to an agreement is a reference to this agreement.
- 1.4 Any reference to Tenancy refers to the tenancy created under this agreement.
- 1.5 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.6 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.7 References to clauses are to the clauses of this agreement.
- 1.8 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.9 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 Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.10 The obligations of the Tenant and the Guarantor (if applicable) arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.
- 1.11 A reference to 'he', 'his' or 'him' applies to 'she', 'hers' or 'her'.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property to the Tenant for the Term [at the request of the Guarantor].



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- 2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. TERMS AND CONDITIONS

- 3.1 The Terms and Conditions have been presented to the Tenant in conjunction with this agreement. By signing this agreement the Tenant confirms that it has read and understood the Terms and Conditions and agrees to be bound by them.

4. CONTENTS

- 4.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 4.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the DPS in which the Deposit is held.

5. RENT

- 5.1 The Tenant shall pay the Rent in advance or on the Rent Payment Dates.
- 5.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 5.3 If the Tenant fails to pay the Rent or any part of it on or before the Rent Payment Dates the Tenant shall pay to Smart Home Rentals an additional administration fee of £30 inc VAT in the first instance.
- 5.4 The Tenant shall pay interest at the rate of 4% per annum above HSBC Bank PLC's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.
- 5.5 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 5.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.



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- 5.7 Smart Home Rentals will account to you for interest when it is fair and reasonable to do so in all the circumstances. No interest is payable if the amount calculated on the balance held is £20 or less.

6. DEPOSIT

- 6.1 Smart Home Rentals acknowledges receipt of the Deposit from the Tenant.
- 6.2 At the end of the Tenancy, the Landlord or Smart Home Rentals on behalf of the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;
 - (b) replace any of the Contents which may be missing from the Property;
 - (c) pay any Rent which remains unpaid; and
 - (d) pay for the Property and the Contents to be professionally cleaned if the Tenant is in breach of its obligations under clause 4.1 or clause 10.1.
 - (e) pay for the Property and the Contents to be professionally cleaned with de-infestation cleaner if the Tenant is in breach of its obligations under clause 8.3.
 - (f) pay any accounts for utilities, council tax charges or any other taxes or charges which relate to the Tenant's obligations under clause 11 and which remain unpaid.

7. DPS ARRANGEMENTS

- 7.1 The Landlord's obligations under this clause 7 shall be carried out by Smart Home Rentals if instructed by the Landlord to do so.
- 7.2 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the deposit protection scheme being used and give details as required under the membership rules of the DPS.
- 7.3 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 7.4 The Landlord agrees that the Deposit shall be held in accordance with the rules of the DPS.



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- 7.5 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Tenant.
- 7.6 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 6.
- 7.7 The Landlord shall inform the Scheme Administrator within ten Working Days of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.

8. USE OF PROPERTY

- 8.1 The Tenant shall only use the Property as a private dwelling house, for the use of the Lawful Occupiers listed under the Parties Section on Page 1, with the landlord holding final discretion.
- 8.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 8.3 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld). Where the Landlord has provided consent under this clause 8.3 the Tenant shall have the Property professionally cleaned with de-infestation cleaner in the last week of the Tenancy and shall within 7 days of the end of the Tenancy provide the professional cleaner's receipted invoice to the Landlord as evidence that the Tenant's obligations under this clause have been complied with.
- 8.4 The Tenant shall not smoke or permit any guest or visitor to smoke tobacco or any other substance at the Property without the Landlord's prior written consent.
- 8.5 It is forbidden for candles to be burnt, or any naked flame to be used within the building. The use of open pan deep fat cooking or covered deep fat cooking is not permitted. Electrical heaters should not be used whilst the flat is unoccupied or left unattended. Other than normal household living materials no flammable items should be stored in or at the property. The storage of fuel or accelerators at the property is strictly forbidden.
- 8.6 The Tenant shall keep the Property correctly and thoroughly aired and use any ventilation system or dehumidifier provided by the Landlord as necessary to prevent any mould and/or excess condensation occurring.
- 8.7 The Tenant shall not do anything to or on the Property that:
 - (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;



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- (b) involves using the Property for immoral or illegal purposes; or
- (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 12.1.

8.8 The Tenant shall keep the exterior of the Property tidy and shall place all rubbish from the Property in plastic bin liners inside the dustbin(s) or receptacles provided.

8.9 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

9. ASSIGNMENT OR SUBLETTING

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property.

10. REPAIRS AND ALTERATIONS

10.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).

10.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish and overgrowth.

10.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.

10.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, his family or visitors cause the breakage.

10.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 12.5.

10.6 The Tenant shall not make any alteration or addition, or redecorate the Property.

11. UTILITIES AND OUTGOINGS

11.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.

11.2 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.



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11.3 The Tenant shall pay for a television licence for the Property if a licence is required.

11.4 The Tenant shall pay the Council tax for the Property.

11.5 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

12. LANDLORD'S COVENANTS

12.1 The Landlord shall insure the Property to its full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.

12.2 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

12.3 The Landlord shall have the Property cleaned to a professional standard prior to the commencement of the Term.

12.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

12.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property 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 the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

12.6 The Landlord shall not be required to:

- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.



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13. DEFAULT BY THE TENANT

13.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
- (c) the Tenant has breached the agreement; or
- (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 13.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

13.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.

13.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

14. GUARANTEE AND INDEMNITY

14.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

14.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.

14.3 The liability of the Guarantor under clause 14.1 and clause 14.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.

14.4 The liability of the Guarantor shall not be affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant;



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- (b) any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them;
- (c) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement; or
- (d) the Landlord taking any action or refraining from taking any action in connection with the Deposit; or
- (e) the Tenant dying or becoming incapable of managing its affairs.

15. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

15.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to take gas, electricity or water meter readings;
- (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (e) to show prospective tenants or purchasers around the Property.

15.2 The Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in an emergency.

15.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

16. EXPIRY OF THE TENANCY

16.1 At the end of the fixed term granted by this Tenancy, the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.

16.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

16.3 The Landlord has the right to recover possession of the Property if:



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- (a) the Tenancy has come to an end;
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (c) at least six months have passed since the date of this agreement.

16.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

16.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

17. NOTICES

17.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Landlord's address given in clause 17.5;
- (b) left at the Landlord's address given in clause 17.5; or
- (c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.

17.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's fax number or e-mail address stated in the Parties clause.

17.3 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Guarantor's address stated in the Parties clause;



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- (b) left at the Guarantor's address stated in the Parties clause; or
- (c) sent to the Guarantor's fax number or e-mail address stated in the Parties clause.

17.4 If a notice is given in accordance with *clause 17.1*, or *clause 17.2* or *clause 17.3*, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first-class post, on the second Working Day after posting; or
- (c) if sent by fax, at 9.00 am on the next Working Day after transmission.

17.5 The Landlord's address for service is 6 Poole Hill, Bournemouth, BH2 5PS

18. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Signed by the Landlord

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Signed by the Tenant

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