

Dated: 2nd of November 2020

1st SEPT 21

Assured Shorthold Tenancy Agreement

relating to

Coach House, Oak Hill, Southampton, Southampton, SO31 8AS

between

The Landlord

and

The Tenant

H & H INDEX.

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THIS AGREEMENT is dated 02/11/2020

Parties

(1) Kevin Butt (landlord)
Home Address: Redcroft Farm House, Oak Hill, Southampton, Southampton, SO31 8AS
Phone Number: 07768997979
Email: kevinbutt@hotmail.co.uk

(2) Harley Inder (tenant)
Home Address: 19 Lodge lane. Nettleham. LN22RS
Phone Number: 07871611544
Email: harleyinder@hotmail.com

(3) Helen Inder (tenant)
Home Address: 19 lodge lane, Lincoln LN2 2RS
Phone Number: 07832147479
Email: Loweeh@yahoo.co.uk

Agreed terms

1 Interpretation

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

Agent: person or company responsible for letting or managing the property.

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

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 and signed by the parties.

LTA 1985: Landlord and Tenant Act 1985.

Property: Coach House, Oak Hill, Southampton, Southampton, SO31 8AS

Term: a fixed term of 6 months from 12/12/2020

Rent: £910.00 per calendar month

Deposit: £910.00 or deposit replacement guarantee.

Rent Payment Dates:

Due in advance on the 12th of each month beginning on the start date.

Payment Details: To be paid by bank transfer to;

To (Bank):: [REDACTED]

Sort Code: [REDACTED]

Account Number [REDACTED]

Name of Account: Kevin Butt

Reference: COA-SO318AS

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

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

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

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 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.

1.7 A reference to an agreement is a reference to this agreement.

5.3 Where the tenant has chosen to take out a deposit replacement with Zero Deposit Guarantee (ZDG) then the following amendments shall apply to this Agreement.

- (a) By purchasing a Zero Deposit Guarantee (ZDG), The Tenant/s is/are bound by the obligations set out in the Guarantee Document Pack, provided by Zero Deposit.
- (b) All references in this agreement to a cash deposit will be replaced with reference to the ZDG. By purchasing a ZDG the tenant/s will have satisfied the obligation under the agreement relating to the provision of a cash deposit.
- (c) If the guarantee is cancelled the Tenant/s will immediately pay £910.00 to LANDLORD or the appointed agents. This will form the cash deposit and will be administered as set out in this agreement.
- (d) If Tenant/s do not pay as outlined above, future rental payments may be used as the cash deposit until it is satisfied in full. Tenant/s will still be required to pay the rent.

6 TDS arrangements

6.1 Within 14 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.

6.2 The Landlord will provide within 14 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).

6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.

6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Tenant.

6.5 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 5.

6.6 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.

7 Use of Property

(e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and

(f) to show prospective tenants or purchasers around the Property.

14.2 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.

14.3 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.

15 Expiry of the Tenancy

15.1 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.

15.2 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.

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

(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.

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

15.5 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

pushchairs or other objects left in the common areas, nor access the communal roof area or loft at any time. Further, not to hang any clothes or other articles upon the exterior of the Property or store BBQs or other objects on the balcony. The Landlord reserves the right to remove or have removed and dispose of any such obstruction without notice and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

10 Utilities and outgoings

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

10.2 The Water for the property is included in the rent payment.

10.3 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

10.4 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.

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

10.6 The Council tax for the Property is included in the rent payment.

10.7 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.

11 Landlord's covenants

11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

11.2 The Landlord shall insure the Property and Contents to their 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 may wish to consider purchasing their own.

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

11.5 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.

11.6 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.

11.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord). The Landlord shall not be liable for any damage to the tenant's food or belongings as a result of a breakdown in any provided appliance.

12 Rent Increases

12.1 The Landlord shall have the option to increase the Rent in accordance with the following;

- (a) the first increase will occur on or after the first anniversary of this agreement where any fixed term has come to an end;
- (b) notice of the rent increase is provided in writing to the Tenant at least one month in advance.

12.2 The increased rent shall become payable on the first Rent payment date after giving notice in accordance with 12.1.

12.3 The Rent may be increased anytime after the fixed period and is not limited to each anniversary of the agreement.

13 Default by the Tenant

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

- (a) the Rent is unpaid 21 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 Landlord's right to enter the Property and to display signs

14.1 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 carry out repairs or alterations to the next door premises;
- (d) to take gas, electricity or water meter readings;

deducted from any sale proceeds.

16 Notices

16.1 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 16.4;
- (b) left at the Landlord's address given in clause 16.4; or
- (c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.

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

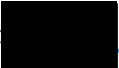
- (a) sent by first class post to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's fax number or e-mail address stated in the Parties clause.

16.3 If a notice is given in accordance with clause 16.1, or clause 16.2 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 or e-mail, at 9.00 am on the next Working Day after transmission.

16.4 The Landlord's address for service is Redcroft Farm House, Oak Hill, Southampton, Southampton, SO31 8AS.

17 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

Signed by Kevin But  Nov 2, 2020
2, 2020 12:58 GMT)

Signed by Harley Inder  Nov 2, 2020
H 2, 2020 17:28 GMT)

Signed by Helen Inder  Nov 2, 2020
Helen 2, 2020 18:03 GMT)