

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

This agreement is made

BETWEEN Mr Kevin Butt

("the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the tenancy) of the one part and

Ms Ann Campbell

("the Tenant" which expression shall where the context so admits include the persons deriving title under the Tenant) of the other part.

IT IS AGREED as follows:

1. The Landlord lets and the Tenant takes the premises being known as:-

Redcroft Farmhouse
Oakhill,
Bursledon,
Hampshire,
SO31 8AS

("the Premises")

2. The tenancy shall be for a term of 6 Months ("the Term") from and including the 23rd March ("the Commencement Date") until and including the 23rd Sept ("the end Date")

3. The Tenant shall pay to the Landlord rent of £ 750.00 per calendar month inclusive of Council tax and exclusive of and Water rates, Gas, Electric in advance on the day of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

4. The tenancy shall include the Landlord fixtures, fittings, furniture, effects and floor coverings in the Premises including inter alia all matters specified in the Inventory ("the Fixtures and Fittings")

5. (1) On the signing of this Agreement the Tenant shall pay to the Landlord or the Managing Agent acting as Landlord's Agent the sum of £ 750.00 ("the Deposit") by way of deposit as security for the Landlord in respect of:-

- (a) Any instalment of rent or any other monies payable under this Agreement which may be due but which remain unpaid
- (b) Any damage to the Premises or to the Fixtures and Fittings for which the Tenant may be liable

- (c) Any unpaid accounts for water charges, electricity or gas consumed by the Tenant in the Premises and any unpaid telephone charges
 - (d) Any other breach on the part of 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 direct to the Landlord by the local authority
 - (f) Any costs, expenses, charges or other monies payable by the Tenant to the Landlord under this Agreement
- (2) The Landlord may at any time deduct from the Deposit any unpaid rent or other monies for any loss or expenses incurred or suffered by the Landlord or any sums expended by the Landlord arising out of any of the foregoing matters
- (3) Without prejudice to sub-clauses (a) to (f) of subclause (1) hereof the Deposit shall be returned to the Tenant within one month after the Tenant has vacated the Premises following the expiration or determination of the tenancy and the return of all keys to the Landlord but after prior deducting all such rent monies, losses, expenses and sums referred to in sub-clause (1) above (if any) but in the event of monies exceeding the amount then held by the Landlord for the Deposit the amount of such excess shall be paid by the Tenant to the Landlord within 14 days of written demand.
- (4) Where the Tenant has been in receipt of housing benefit if at any time during the Term such benefit has been paid direct to the Landlord or his agent reasonably by a local authority the Landlord reserves the right to retain the Deposit until such time as the Landlord is reasonably satisfied that no part of such benefit is repayable to the local authority.
- (5) The Landlord reserves the right to retain the Deposit until the Landlord is satisfied that any charges payable by the Tenant in respect of water, gas, electricity, telephone for the Premises have been paid in full
- (6) If the Landlord shall sell or transfer the reversion immediately expectant upon determination of the tenancy the Landlord shall pay the amount of the Deposit (or the balance thereof) to the purchaser or transferee of the same whereupon the Landlord shall be released from any further claim or liability in respect of the Deposit or any part thereof
- (7) In any case where the Landlord has the right to make a deduction from the Deposit in respect of more than one claim or deduction then the Landlord shall have the right to make such appropriation as the Landlord sees fit
- (8) No interest shall be payable on the Deposit.
- (9) The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant"

(10) If at any time during the tenancy (whether by reason of deduction made by the Landlord or for any other reason) the amount then held by the Landlord in respect of the Deposit is less than a sum equivalent to one month's rent the Landlord may require the Tenant to pay to the Landlord such amount as is required to increase the amount of the Deposit accordingly and the Tenant shall pay such amount within 14 days of written demand

6. The Tenant agrees with the Landlord as follows:-

(1)(a) To pay the rent according to the terms of this Agreement. If any instalment of rent or part thereof shall be paid by a person other than the tenant, such payment shall be accepted as payment for and on behalf of the tenant as their agents

(b) In the event of any instalment of rent or any other money payable under this Agreement remaining unpaid after the same becomes payable then the Tenant shall in addition thereto pay to the Landlord interest at the rate of 3% per annum above Barclays Bank plc base rate from time to time on all outstanding monies from the date upon which the same became payable until payment

(c) If so required the rent shall be paid by bank standing order into such account as the Landlord shall direct

(2) To use the Premises in a tenantlike manner and to take reasonable care of the Premises and the Fixtures and Fittings and to keep the Fixtures and Fittings in a clean condition.

(3) To keep the interior of the Premises and the Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises)

(4) To make good or if so required by the Landlord pay for all damage to the Premises caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises and also to make good or if so required by the Landlord pay for the repair of or replacement of all such items of the Fixtures and Fittings as shall be broken, lost, stolen, damaged or destroyed during the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises)

(5) Upon the Landlord or the Landlord's Agents giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under the Agreement to carry out the same within one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such notice then the Landlord or the Landlord's Agents may enter upon the Premises with workmen and carry out such repairs or other works at the Tenant's expense

(6) To permit the Landlord or the Landlord's Agents and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than 2 days notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect, maintain, repair, alter, improve or rebuild any adjoining or neighbouring property or to maintain, repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law

(7) Not to do anything whereby the policy of insurance on the Premises or on the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The tenants belongings within or around the property are not covered by any insurance policy maintained by the Landlord

(8)(a) Not to assign the tenancy or the Premises

(b) Not to underlet or part with or share the possessions of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises

(c) Not to take in lodgers or paying guests

(9) To permit the Premises to be viewed at all reasonable times upon previous appointment made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's agent

(10)(a) Not to use the Premises for any illegal, immoral or improper use or for any business purposes

(b) Not to store or bring upon the Premises any articles of a specially combustible inflammable or dangerous nature

(11)(a) Not to do upon or in connection with the Premises anything which shall be or tend to be a nuisance, annoyance or cause damage to the Landlord or to any neighbouring adjoining or adjacent property or the owners or occupiers thereof

(b) Not to hold or conduct any social gathering and not to play or use a piano, gramophone, stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to cause or be likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring or adjoining property

(12)(a) To pay all charges in respect of gas and electricity consumed on the Premises, to pay all charges in respect of council tax and water rates and to pay all charges in respect of any telephone installed on the Premises and the television licence fee

(b) To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced and to forthwith complete an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord. To notify the Council Tax Department of the local authority immediately that the tenancy has commenced in the name of the Tenant and not in the name of the Landlord.

(13) Not to keep any animals or birds or other pets on the Premises without the prior consent of the Landlord which may be subsequently withdrawn. Should consent be granted by the Landlord, to ensure that such animals or birds or other pets do not cause a nuisance to neighbours and any damage or loss caused by such animals or birds or other pets be rectified by the Tenants at the Tenant's cost. It is also agreed that if permission is granted to keep an animal, bird or other pet on the Premises then the Tenants will be liable to have all the carpets and soft furnishings professionally cleaned and the property professionally treated for fleas upon their vacation.

(14) To use the Premises for the purpose of a private residence only in the occupation of a single family and for no other purpose

(15)(a) Not to install or change any locks in the Premises without the Landlord's prior consent
(b) If any lock is installed or changed in the Premises without the Landlord's prior consent then to forthwith remove the same if so required by the Landlord and to make good any resulting damage

(16) Not to keep or use any paraffin heater, liquified petroleum gas heater or portable gas heater in the Premises

(17) Not to remove any of the Fixtures and Fittings from the Premises to store the same in the basement, cellar or garage (if any) and upon vacating the Premises to leave the same in places in which they were on the Commencement Date

(18) To ensure that, on vacating the property, that the property, fixtures and fittings are in the same condition and position as detailed in the inventory

(19) To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings which the Landlord is responsible for repairing

(20) Not to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the same

(21) Not without prior consent of the Landlord to decorate the Premises (other than redecorating of the interior of the Premises with the same colour and quality of paint as the Premises were decorated with as at the Commencement Date)

(22) Before leaving the Premises vacant for any continuous period of two weeks or more at any time during the Term to drain down all water supplies in or serving the same and also to ensure that the stop cock is turned off and that the gas and electricity supplies are turned off at the mains.

- (23) Not to tamper or interfere with or alter or add to the electrical or gas systems installations or meters in or serving the Premises. Not to change the telephone number without prior permission from the Landlord or to procure the transfer of the telephone number to any other address
- (24) To keep the Premises in a clean and tidy condition throughout the Term
- (25) Not to overload, block up or damage any of the drain pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- (26) To clear any stoppages or blockages when any occur in any of the drains, sinks, toilets or waste pipes which serve the Premises
- (27) Not to assault, threaten, injure, insult or abuse the Landlord or the Landlord's workmen or agents or any member of the Landlord's family
- (28) To keep the windows of the Premises clean both externally and internally so that the same shall be cleaned not less than once a month
- (29) To pay for the cleaning of all carpets, curtains, upholstery and any other items belonging to the Landlord which may have been soiled during the Term or which otherwise require cleaning
- (30) Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same so as to be visible from the exterior
- (31) Not to hang any washing, clothes or other articles outside the Premises otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item of furniture or room heater
- (32) To pay to the Landlord all costs and expenses incurred by the Landlord (including not limited to the costs and fees of the Landlord's Solicitors and other professional advisors)(i) in respect of the recovery from the Tenant of any rent or any other money which is in arrears (ii) the enforcement of any of the provisions of the Agreement (iii) the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether in any case the same shall or shall not result in court proceedings.
- (33) To take all appropriate precautions including any such as may be required from time to time by the Landlord to prevent damage occurring to any installation in the Premises which may be caused by frost including providing adequate heat
- (34) To ensure that at all times when the Premises are vacant all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated
- (35) To ensure that any garden enjoyed by the Premises is kept in a neat and tidy condition and properly cultivated throughout the Term and to cut the grass regularly according to the season of the year
- (36) Not to alter the layout or character of the garden and not to cut down or remove any trees, shrubs or plants

(37) To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner inside such dustbin

(38) If there are any vermin in the Premises to notify the Landlord immediately and to take such steps as may be necessary or as the Landlord or the local authority may require to eradicate them.

(39) To deliver the Premises and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's agreements and obligations and to deliver all keys to the Premises to the Landlord

(40) Not to smoke or permit any guest or visitor to smoke tobacco (unless permission has been given by the Landlord) or any other substance on the Premises or otherwise use or consume in or about the Premises during the continuance of this tenancy any of the drugs mentioned in the Dangerous Drugs Act 1965 or any other controlled substances the use of which may hereinafter be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely determine this Agreement without prejudice to the Landlord's right to enforcement of all of the provisions set out herein in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses arising from any other breach of the provisions set out herein

7. The Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing the agreements and obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

8. If a further fixed tenancy term has not been agreed between Landlord and Tenant and a renewal tenancy agreement not signed by both parties the tenancy will automatically become a Statutory Periodic Tenancy

9. It is agreed that the Tenant will give the Landlord one month's notice in writing either at the beginning of the last month of the fixed term (if the Tenant is leaving at the end of the fixed term) or at the beginning of the month in which the Tenant wishes to vacate in a statutory periodic tenancy. If notice is not given in writing at the aforementioned date the rent will be payable for that month. It is also agreed that the Landlord will give the Tenant two month's notice by serving the appropriate notice should possession of the property be required either at the end of the fixed term or during a statutory periodic tenancy to coincide with the rent due date.

10. IT IS AGREED as follows:-

(1) Any agreement or obligation on the part of the Tenant (however expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same

- (2) The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in the Landlord's possession monies in respect of the Deposit
- (3) This Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which impose on the Landlord obligations as to the repair of the structure and exterior (including drains, gutters and pipes) and certain installations for the supply of water, gas, electricity and sanitation (including basins, sinks, baths and sanitary conveniences and for space heating or heating water but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity). The Landlord is liable for repair to the cooker supplied at the property should this be necessary, however, the Landlord is not liable for repair to any other appliance supplied at the property without prior agreement
- (4) If the rent shall be inclusive of water charges then in the event of there being any increase in the same or if the same shall be imposed in respect of the Premises the Landlord may increase the amount of the rent by an equivalent amount
- (5) The Landlord shall be entitled to have and retain keys for the Premises
- (6) If any lock has been changed and the Landlord be entitled to enter the Premises and to remove the same at the Tenant's expense
- (7) The Landlord shall be entitled to make a reasonable charge to the Tenant if the Landlord is required to call by reason of the Tenant losing any key or being locked out for any reason or if any cheque given by the Tenant is dishonoured or if the Landlord has to replace any lock or key in consequence of the Tenant losing any key or having the same stolen
- (8) The Landlord and/or his agent shall be entitled to make a reasonable charge to the Tenant should any payment for rent or any other payment not be honoured for any reason.
- (9) The Landlord shall have the right at the cost of the Tenant to discharge any accounts in respect of water, electricity, gas, council tax or telephone relating to the Premises for which the Tenant may be wholly or partly liable and which may be in arrears but shall be under no obligation to do so
- (10) In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant then the Tenant shall repay to the Landlord all costs incurred in connection with the re-connection of such service (including any arrears)
- (11) If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant

(12) Where the Landlord is entitled to do anything at the cost or expense of the Tenant the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the Deposit in accordance with Clause 6(2)

(13) References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same and references to "the Fixtures and Fittings" including reference to any of them

(14) Reference to "the Term" or "the Tenancy" include any extension or continuation thereof or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in Clause 2

(15) Where the expression "the Tenant" comprises more than one person the obligations on the part of such persons shall be joint and several

(16) References in the Agreement to "water charges" include references to sewerage and environmental service charges

(17) The provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy

11. The Tenant shall pay the Council Tax in respect of the said Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable

12. The Landlord notifies the Tenant pursuant to Section 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is:-

Redcroft Farm
Oakhill
Bursledon
Southampton
Hampshire SO31 8AS

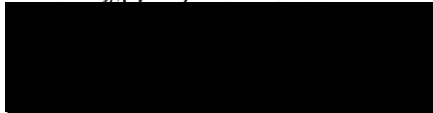
13. If at any time the rent or any part of the rent shall remain unpaid for fourteen days after becoming payable (whether formally or legally demanded or not) or if any agreement or obligation on the Tenant's part shall not be performed or observed then the Landlord may re-enter upon the Premises and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations

14. The Landlord agrees with the Tenant to pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except the water rate, council tax, supply of gas or electric light and power or the use of any telephone.

15. The Premises which is hereby let by the Landlord is, at the date hereof, subject to a mortgage and notice is hereby given to the Tenant that possession may be recovered under Ground 1 and/or Ground 2, Part 1 of Schedule 2 of the Housing Act 1988

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the above named (the Landlord)



In the presence of



SIGNED by the above named (the Tenant)



In the presence of