

Moor Lodge Country Retreat Holiday Apartments

Tenancy Agreement

Housing Act 1988 (Section 20)

Notice of an assured short-hold tenancy (Form 7)

Terms & Conditions:

For letting a dwelling house on an assured short hold tenancy agreement under Part I of the Housing Act 1988.

Parties: The Landlord, Moor Lodge Country Retreat, Birch House, Chestnut Bus. Pk., Smallshaw Lane, Burnley, BB11 5SQ

PLEASE WRITE CLEARLY IN BLACK INK:

Name of proposed tenant:

You are proposing to take a tenancy of the dwelling known as:

From

To

Term;

GAS READING:

ELECTRICITY READING:

This notice is to tell you that your tenancy is to be an assured short hold tenancy. Provided you keep to the terms of the tenancy, you are entitled to remain in the dwelling for at least the first six months of the fixed period agreed at the start of the tenancy. At the end of this period depending on the terms of the tenancy the landlord may have the right to repossession if he wants.

The rent for this tenancy is the rent we have agreed, however you have the right to apply for a rent assessment committee for a determination of the rent that the committee considers might reasonably be obtained under the tenancy. If the committee considers (i) that there is a sufficient number of similar properties in the locality let on assured tenancies and that (ii) the rent we have agreed is significantly higher than the rent which might be reasonably obtained having regard to the level of rents for other assured tenancies in the locality, it will determine a rent for the tenancy. The rent will be the legal maximum you can be required to pay from the date the committee directs. If the rent includes a payment for Council Tax the rent determined by the committee will be inclusive of Council Tax.

- To be signed by the landlord or his manager (someone acting for him). If there are joint-landlords each must sign unless one signs on behalf of the rest with their agreement.

Notice to Tenants Who Are Claiming Housing Benefit: As part of this tenancy agreement the tenant is giving permission for TR&S Properties to acquire any information from any housing benefit department with regards to the processing and payment of their housing benefit claim. It is the tenant's responsibility to notify TR&S Properties immediately that any claim for housing benefit has ceased or that their circumstances have altered affecting any existing claim for housing benefit. ALL HOUSING BENEFIT MUST BE CONTINUOUSLY PAID DIRECT TO THE LANDLORD FROM THE BEGINNING OF THE CLAIM TO ITS TERMINATION OR THE TERMINATION OF THE TENANCY.

This forms part of the normal agreement and by signing such you agree to abide by the above terms and all terms contained in pages I, II & III.

Please note:

- a) **Co-habitation is not allowed without the prior permission of the landlord**
- b) **The use of illegal substances/narcotics is strictly forbidden. If any evidence of the use of these substances is found on the property, you will be liable to immediate eviction without notice.**
- c) **You are required to arrange for public liability and contents insurance for the period of the lease. It is not the responsibility of the landlord to provide this type of insurance cover.**

Signed: _____ (Manager on behalf of the landlords)

Date:

Signed: x _____ x _____ (The Tenant(s))

Date:

Moor Lodge Country Retreat

Holiday Apartments

Receipt of 'Ways to Help Reduce Condensation in Your Home' Leaflet.- (attached at the back of the tenancy)

Rent Paid: £ **Administration Fee Paid: £** **Total Paid: £**

The landlord must give this notice to the tenant before an assured short hold tenancy is granted. It does not commit the tenant to take the agreement. If there is anything that you do not understand you should get advice from a solicitor or a Citizens Advice Bureau before you agree to the tenancy.

Terms & Conditions

The landlord lets and the tenant takes the property for the term, and at the rent payable, as stated above.

This agreement is intended to create an assured short hold tenancy as defined in **Section 20** of the **Housing Act 1988** and provisions for the recovery of possession by the landlord in **Section 21** thereof apply accordingly.

The landlord accepts no liability for yourselves or any visitors to this property.

1 The landlord hereby agrees as follows:

- a) To keep the exterior of the premises in good repair.
- b) To keep in good working order the provision of electricity, gas (if appropriate), water and sanitation.

2 **The tenant hereby agrees to report all necessary repairs, or any Health & Safety issues, that may affect you or a visitor to the property, to the Landlord or Manager in writing or by telephone. It is essential if telephoning to record the time of the call and request a job reference number. However, for any property containing a cellar or separate attic area, TR&S Properties accepts no responsibility for any injuries incurred accessing the cellar or attic area, or for any repairs, spoiling of any stored goods or eradication of damp within the cellar or attic area including its stairs.**

The Tenant also agrees:

- a) To pay the landlord the rent of £per month, payable in monthly, four-weekly or weekly installments, from the date of the commencement of the tenancy. The account must be maintained, at all time, at least one month in advance throughout the tenancy.
- b) To keep all landlords furniture and effects (if any), fixtures and fittings in good order and repair to make good all damages and breakages.
- c) To be responsible for the cost of all repairs and replacements save those repairs and replacements caused by normal wear and tear.
- d) To pay all Council Tax, Gas, Water Electricity and Telephone charges attributed to the tenancy.
- e) **Not to do or permit any waste, damage, or nuisance, or anything that may cause an annoyance to the landlord or to ANY NEIGHBOURS, OR OCCUPIERS OF PREMISES ADJOINING.**
- f) Not to sub-let whole or part of the said premises without the permission of the landlord in writing.
- g) Not to interfere with, modify or add to any electrical wiring or door locks without the permission of the landlord in writing.
- h) To use the premises solely for the purpose of a dwelling house.
- i) Not to keep or permit access to cats, dogs or any other livestock without the permission of the landlord in writing..
- j) **STRICTLY NO PAINTING, DECORATING, STRUCTURAL ALTERATION, or ADDITION TO OR OF THE PREMISES.**
- k) Not to affix to the exterior of the premises any **advertisements, signs, or construction of any description.**
- l) To permit the landlord, his servants or manager to enter and inspect the premises from time to time and to carry out any necessary repairs or maintenance.
- m) Not to terminate the tenancy before the expiry of the term. Following the expiry of the term the tenant must give one month's notice to terminate this tenancy agreement.
- n) On termination of the tenancy to deliver up the premises together with all landlords furniture and effects (if any) fixture and fittings in good tenantable repair and condition. **THIS INCLUDES THE KEYS TO THE PROPERTY**
- o) Upon termination of tenancy, remove all waste and litter from the premises, both interior and exterior; otherwise a charge will be made for removal. All household waste must be secured within suitable containers, e.g. 'black bin bags' etc.

Smoke alarms:

It is the responsibility of the **tenant** to renew the batteries in the smoke alarms when necessary. **This is not** the responsibility of the landlord.

Moor Lodge Country Retreat

Holiday Apartments

Gas:

All gas appliances are checked on an annual basis by CORGI registered heating engineers.

IF AT ANY TIME YOU SMELL GAS YOU MUST CONTACT THE GAS EMERGENCY SERVICES IMMEDIATELY ON:

0800-111999

Rent and Bond Administration

Rent:

The tenant's responsibility as to rent is as follows:

- a) The full monthly, four weekly or weekly rent payment is the tenant's responsibility whether all or part of the rent is being paid by the local Housing Benefit Department.
- b) All rent payments should be made on the following days:
 - i) Weekly Payment: The Monday of the rent week due.
 - ii) Monthly Payment: The Monday at the beginning of each rent month.
 - iii) 4-Weekly Payment: The Monday at the beginning of the 5th week.
- c) If a letter has to be issued by Moor Lodge Country Retreat for late rent or rent arrears then the tenant will be charged **£5.00** per letter. Should a letter be issued by our solicitors, due to the accrual of arrears in excess of eight weeks' rent, then a fee equal to that charged to the landlord by his agent (plus 10%) will be charged to your rent account.
- d) Should the tenant's belongings, including household rubbish, be not removed from both inside and outside the property then TR&S Properties reserve the right to charge **£**against any prepaid rent. Should the landlord, at any time during the tenancy, have to clear any area around the property of rubbish, including any yard areas, then the tenant will incur an immediate charge of **£180.00** to their rent account. Any repairs to the property, not treated as wear and tear, will be assessed, monetarily valued and, likewise, debited to the rent account..
- e) If all the keys are not returned to the property at the end of the tenancy then Moor Lodge Country Retreat reserve the right to charge **£80.00** for each missing key against any prepaid rent.
- f) If, at any time, rent payments are made later than on the above required payment dates then Moor Lodge Country Retreat must be contacted without delay on either of the telephone numbers contained in the 'Headline'.
- g) Rent account statements will be issued on the request of the tenant.

Bonds:

Note: Most rented properties do not require the payment of a bond.

Bonds will be returned, in full, to tenants, at the end of their tenancy, subject to the following conditions being observed:

- a) The property is returned to Moor Lodge Country Retreat in the same condition that it was originally rented out to the tenant.
- b) There are no rent arrears on the Rent Account.
- c) All funds credited to the rent account have cleared through the banking system.
- d) All the tenant's belongings, including household rubbish, are removed from both inside and outside the property. Should TR&S Properties have to remove any belongings or rubbish from the property then the tenant will automatically be charged **£** against their bond. Should the landlord, at any time during the tenancy, have to clear any area around the property of rubbish then the tenant will incur an immediate charge of **£**
- e) All keys to the property are returned to Moor Lodge Country Retreat. Tenants will be charged, against their bond, **£** for each missing key.

General:

The landlord is not responsible for the fitting and maintenance of the following:

Moor Lodge Country Retreat

Holiday Apartments

- Ovens, hobs or any electrical equipment in-situ in the property at the beginning or during the tenancy.
- Telephone Lines.
- Aerials, WIFI, Digital or Satellite Television.
- Washing machines and external water taps.
- Light Bulbs.
- Showers (if only a bath is part of the let).
- Other fixtures and fittings not involved in the original let.