

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

For letting furnished or unfurnished residential dwelling on an Assured Short Hold Tenancy within the meaning of the Housing Act 1988.

Important Notes for Tenants

- This Tenancy Agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The Agreement may not be terminated early unless the Agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Once signed and dated, this Agreement will be legally binding and may be enforced by a court.
- If you are in any doubt about the content or effect of this Agreement, or unsure of your obligations under this Agreement, you are advised to seek independent legal advice before signing.
- You are strongly advised to insure your belongings with a reputable insurer. The Landlord's policy does not cover Tenants possessions.

Date: 27th of January 2020

Landlord(s):

TAJ Properties of 217 Washway Road, Sale, Greater Manchester, M33 4AL

Tenant(s):

Aime-Louise Shoemake of 259 Moorside Road, Swinton, Manchester, M27 9PJ

Property:

4, 5, Queenston Road, Manchester, Greater Manchester, M20 2WZ

Term: 6 Months commencing on 3rd of February 2020 terminating on the 2nd of August 2020.

Rent: £425.00 per calendar month payable monthly in advance by equal monthly payments. The first payment to be made on the 3rd February 2020 and all subsequent payments to be made on the same date in monthly intervals thereafter by Bank Standing Order into the account as advised by the Agent.

Deposit: The deposit of £490.00 that the tenant has paid upon signing of the agreement will be held by the Agent. The Agent is a member of The Deposit Protection Service and any interest earned will belong to The Agent.

1. Deposit

The deposit has been taken for the following purposes:

1.1 Damage, or compensation for damage, to the property, its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.

1.2 Reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of their obligations under the Tenancy Agreement, including those relating to the cleaning of the property, its fixtures and fittings.

1.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the property for which the Tenant is liable.

1.4 Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

THE DEPOSIT CANNOT BE SUBSTITUTED AS THE LAST MONTHS RENT

2. JOINT TENANT CONSENT TO ADJUDICATION

2.1 There being multiple tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a Tenancy Deposit Scheme to deal with any dispute about The Deposit at the end of The Tenancy.

3. TENANTS OBLIGATIONS

The Tenant agrees:

3.1 To pay rent at the correct times and in the manner specified.

3.2 That should the rental amount alter at any stage during the course of the tenancy (including extensions) because of an agreement between the Tenant and the Agent it shall be the Tenant's responsibility to alter their standing order accordingly.

3.3 To ensure that all council tax, water and sewerage, gas, electric, television licence and telephone accounts as appropriate are transferred to the Tenants name on commencement of this tenancy and promptly pay all charges during the term of this agreement and ensure said services are operating throughout the tenancy. The Tenant acknowledges that at the start of the let, the gas and electricity for the property will be provided, or will be in the process of being assisted, by Tenant Shop. However, this will not prevent the Tenant from changing provider subject to prior notification to the Agent.

3.4 To preserve fixtures, fittings, furniture and effects from being destroyed or damaged, reasonable wear excepted, and not remove any of them from the property, and to pay the value of (or with the Landlord's agreement replace with objects of equal value) all objects of furniture or household effects lost, destroyed or damaged beyond repair and to pay the cost of repair of all articles damaged provided always that the Tenant shall be under no liability for the destruction or damage caused by accidental fire, save where the insurance of the property effected by the Landlord shall have been caused to be ineffective in whole or in part, or payment of the policy monies refused due to any act or omission of the Tenant or any person on the property with the implied or express authority of the Tenant.

3.5 To replace all electric light bulbs, fluorescent tubes and fuses. The callout charge to replace light bulbs whether one or more will be £24 plus the cost of each lightbulb, typically £3 per LED standard bulb and may be in excess of this for more specialised bulbs.

3.6 To test all smoke and carbon monoxide alarms fitted on a regular basis and replace batteries (if any) as necessary. To inform the Agent promptly if the smoke alarm requires maintenance or repair.

3.7 Not to leave the Property vacant or unoccupied for a period in excess of 21 consecutive days without first giving written notice to the Agent of the intention to do so.

3.8 To keep the property and contents, including any exterior space let with the property in at least as good and clean condition and repair as they were at the commencement of the tenancy, fair wear and tear excepted and to keep the property reasonably ventilated and heated so as to reduce the occurrence of condensation and promptly wipe away any occurring condensation to prevent any resultant mould growth and damage to the property and its fixtures fittings and contents.

3.9 To cut grass regularly during the growing season, unless a gardening contract is in place. Not to cut, remove or destroy any existing plants, trees or shrubs, without the written consent of the Agent.

3.10 To properly secure all locks and bolts to the doors and windows and other openings and to activate the burglar alarm where fitted when leaving the property unattended. In the event of the alarm being deactivated or a fault occurring through the Tenants error, to pay any charges incurred. To allow access, by prior appointment, for the burglar alarm to be serviced where one is fitted.

3.11 To notify the Agent in writing, as soon as reasonably practicable, of any repairs or other works required to the property.

3.12 Not to assign, sublet, part with possession or share occupation of the property or any part and (in particular but without limitation) shall not take in any lodgers or paying guests.

3.13 Not to carry on any trade profession or business on or from the property and to use the property as a private residence only.

3.14 Not to use or permit the use of the property in such a manner as to cause a nuisance, damage or annoyance to occupiers of neighbouring properties or which may render void any insurance of the property or increase the cost of such insurance. Not to make any noise that is audible outside the property from 11pm to 8am daily.

3.15 Not to keep any bird, dog, cat, reptile or any other animal in the property without the written consent of the Agent. Such consent, if granted, to be revocable, on reasonable grounds by the Agent.

3.16 Not to, or permit any other person to, smoke tobacco or any other substance on the property

3.17 Not to cause any blockage to drains, pipes, baths, sinks, waste pipes and to take reasonable steps to prevent damage by frost to internal pipes. In the event of a breach, pay costs incurred in the event that a claim under the Landlord's insurance policy is lawfully refused.

3.18 To ensure the property is adequately heated or the system is drained down in the event of the property being left vacant overnight during the winter.

3.19 Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuel.

3.20 Not to make any alterations or additions to the property whatsoever and not undertake any decoration thereof without the Agents prior written consent.

3.21 Not to alter, change or install any locks on any doors or windows in or about the property or to have any additional keys made without the written consent of the Agent. Any additional keys consented to must be delivered to the Agent together with all original keys at the end of the tenancy. To pay all costs incurred by the Landlord in replacing the locks to which any lost key/s belonged.

3.22 To take all reasonable precautions to prevent infestation of the property and to pay for the eradication of any infestation caused by action, or lack of action of the Tenant, his family or visitors.

3.23 To regularly clean and disinfect the shower head, particularly when first entering the property. In addition, all the taps in the property should be run gently for 10 minutes to flush the system.

3.24 To pay the cost of any repairs of any mechanical and electrical appliances belonging to The Landlord arising from misuse or negligence by The Tenant, their family, or visitors.

3.25 To pay any contractor/maintenance callout fees caused by misuse or incorrectly reporting a fault.

3.26 Not to arrange Contractor visits without the Agents authority. To pay all costs of any Contractors arranged without said authority excepting if is agreed the Tenant acted reasonably to effect emergency repairs and providing that the charges are in line with the Agents emergency Contractors.

3.27 To permit the Landlord, with prior written notice (except in the case of an emergency) or any person authorised by the Landlord, to enter the property between the hours of 9am and 8pm and also permit the erection of a "For Sale" or "To Let" board when required.

3.28 To comply with the obligations of the Head Lease and block Management Company.

3.29 To pay the rent and utility bills up to the date a new tenant moves in and pay the Landlords new tenant find and setup fee at £450 + VAT if the Tenant breaks the lease for any reason.

3.30 At the end of the tenancy leave the fixtures, fitting, furniture and effects in the rooms or places where they were at the beginning of the tenancy.

3.31 To leave the property in the same condition it was found or pay for any cleaning required to bring it back to that condition. Rubbish removal will be charged at an additional cost. Any items personal or otherwise left in the property after vacating will be disposed of during check out at an extra charge.

3.32 To pay an amount equivalent to the daily Rent and other monies under the terms of this Agreement when the Property is left with bulky and heavy items belonging to the Tenant which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed. The Agent will remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided or in the absence of any address after making reasonable efforts to contact the Tenant. The Tenant will be liable for all reasonable costs of disposal.

3.33 To pay for the washing and ironing of all linen, blankets and curtains, and for the cleaning of all carpets that have been soiled during the tenancy.

3.34 To pay to the Agent all costs and expenses incurred (including but not limited to the fees of the Agent or the Landlord's solicitors and other professional advisers) in or incidental to the recovery from the Tenant of any of the Tenant's obligations hereunder, whether or not the same shall result in court proceedings and not withstanding that forfeiture shall be avoided otherwise than by relief granted by the court, in the event that the Tenant vacates the property owing monies for rent arrears or dilapidations, the Landlord reserves the right to pass the debt on to a debt collection company who will charge 15% of the debt for recovery of same, the cost of which the Tenant will be liable for.

4. LANDLORDS OBLIGATIONS.

The Landlord agrees:

4.1 That the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the property during the tenancy without any lawful interruption from the Landlord or any person on behalf of the Landlord.

4.2 To insure the premises and the Landlords possessions during the tenancy against loss or damage by fire, flood and all other risks as shall be covered by a normal householder's comprehensive policy excluding accidental damage.

4.3 To keep in repair and proper working order the installations on the property and all machines and mechanical or electrical appliances including basins, sinks, baths and sanitary conveniences provided that the Landlord shall have no liability unless and until any want of repair or other defect have been notified to the Agent and a reasonable period of time within which to remedy the same has been given.

4.4 To maintain annually and keep a record of maintenance of all gas appliances in order to comply (if applicable) with the Gas Safety (Installation and Use) Regulation 1994. Such maintenance to be undertaken by an installer registered with the Council for Registered Gas Installers (Gas Safe).

4.5 To be responsible for paying for the maintenance of the alarm system (if any).

4.6 To protect the deposit using one of the insurance backed deposit protection or custodial schemes.

4.7 To supply any/all prescribed documentation, certification and clauses that must be supplied to the Tenant regarding the deposit protection.

5. IT IS HEREBY MUTUALLY AGREED THAT:

5.1 Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable, that the Landlord use to live in the property as his or her main home: or intends to occupy the

property as his or her only or main home.

5.2 The tenancy may be brought to an end if the mortgage company requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.

5.3 Any notice served to the Tenant shall be sufficiently served if sent by standard first or second class post to the Tenant at the property or the last known address of the Tenant or left addressed to the Tenant at the property.

5.4 If the rent hereby reserved or any part thereof shall be unpaid for a period of fourteen days after it shall have become due and payable whether demanded or not or if the Tenant shall not perform and observe the obligations on the Tenant's part or (being an individual) shall become bankrupt or compound with his creditors then and in any such case the Landlord may apply to the courts to re-enter upon the property but without prejudice to any accrued rights of the Landlord hereunder.

5.5 Any rent outstanding for more than fourteen days shall be subject to interest at a rate of 4% above the base rate of the Bank of England, from the first day of arrears to when the amount is paid off in full. If an arrangement is made because the tenant has initiated the contact then there will be no charge for correspondence unless the agreement is broken. All rent arrears will be passed onto UK Tenant Data or a debt recovery agency after fourteen days when a charge of £25 will be added to the arrears. If further action is required, additional charges will be incurred.

5.6 This Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.

5.7 The Tenant is hereby notified that notices (including notices in proceedings) under Section 48 of the Landlord and Tenant Act 1987 may be served on the Landlord at:

217 Washway Road, Sale, Greater Manchester, M33 4AL

5.8 If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, their family, or visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties, the Landlord will have no obligation to re-house the Tenant.

5.9 If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

6. INVENTORY

6.1 The inventory will be checked by the Landlords Agent for discrepancies before the commencement of the tenancy and as soon as practicable after the end of the tenancy herein after referred to as the Check-in and Check-out.

6.2 The Check-in report of Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record and will be used to assess all damage for check-out purposes at the end of the tenancy.

6.3 The Check Out and inventory check and Schedule of Condition will be conducted by the Agent and communicated to the Landlord and the Tenant prior to any deductions from the deposit.

7. END OF TENANCY

7.1 On the date of vacating, The Tenant must return all keys and fobs to the Agent. Rent will be charged until all keys and fobs are returned.

7.2 The Tenants must cancel standing order mandates and inform utility companies of final meter readings prior to vacating the property and provide the Agent with all utility providers and account numbers in order for the Agent to arrange for all the bills to be sent to the Tenants forwarding address before the deposit can be returned.

7.3 The Agent will deal with end of tenancy matters as soon as is practicable and will tell the Tenant within 30 days if deductions are being made from the deposit.

7.4 If there is no dispute, the Agent will keep or repay the deposit, according to the agreed deductions within the conditions of the tenancy agreement. Repayment of the deposit or any balance of it will be made within a reasonable timescale of agreeing the allocation of the deposit.

7.5 The tenant should inform the Agent in writing within 20 working days after being notified of said deposit deduction if they intend to dispute any of the deductions notified. The period may not be reduced to less than 14 days.

8. IMPORTANT NOTES

8.1 The Tenant(s) agrees that he/she will be responsible for the costs of the Stamp Duty Land Tax if applicable for the agreement given to him at the start of the tenancy and signed by the other party.

8.2 Any assured tenancy (including a statutory periodic tenancy) commencing after the coming into force of section 19A of the housing Act 1988 will be an Assured Shorthold Tenancy unless it falls within any paragraph in Schedule 2A to that Act.

8.3 The Tenant(s) has the right to consult a solicitor or Citizen's Advice Bureau prior to signing the Tenancy Agreement.

8.4 In the event that the Tenant breaks the lease for any reason they will be charged the rent and all utility bills up to the date a new tenant moves in and will be charged the Landlords new tenant find and setup cost at £450 + VAT being £540.

8.6 Two months prior to the end of the Tenancy Agreement the Tenant will be asked if they wish to request a tenancy extension. A rental increase will usually apply at this time. If an extension in writing is not offered to the Tenant, the tenancy will come to an end on the original end date. If the Tenant has a Guarantor, they may be required to sign the agreement again and if the rental was paid in advance this may be applicable again. If the extension is agreed and the Tenant has a Guarantor, it will not be permitted to extend the tenancy on a periodic basis, but only on a fixed term contract.

8.7 Upon the expiry of the tenancy if an extension has not been agreed and in force, and the Tenant continues to reside in the Property, the Agent will seek immediate possession by the courts for failure to vacate under a Section 21 notice.

Data Protection and GDPR

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party.

Additional Clauses

Signed by the Landlord's Agent:

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Signed by the Tenant(s):

Appendix. Payment Schedule

Rent per day	£14.01
Rent per week	£98.08
Rent per month	£425.00

Full Tenancy

3 Feb 2020	£425.00
3 Mar 2020	£425.00
3 Apr 2020	£425.00
3 May 2020	£425.00
3 Jun 2020	£425.00
3 Jul 2020	£425.00
Total	£2550.00

Supporting Documents Checklist

I confirm I have received the following documents:

- Department for Communities and Local Government How to Rent guide
- Energy Performance Certificate for: 4, 5, Queenston Road, Manchester, Greater Manchester, M20 2WZ

These documents are attached to the emails that I have received from Cherry Picked Properties in conjunction with this tenancy application.

Signed by the Tenant(s):

Aime-Louise Shoemake

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Useful numbers

Gas leak. National Grid 0800 111 999

Fire Service & Police Emergency 999

Police non-Emergency 101

Water leak. United Utilities water leak helpline 0800 330 033

Plumbing emergencies 07746165279

Other emergencies 0161 437 3307 / 07342958729

DPS

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The Agent protecting this tenancy deposit must give Prescribed Information to all tenants at the property in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. They must do this within 30 days of receiving the deposit from the tenant. It informs the tenant about the deposit protection measures the Agent has taken, the scheme contact details, and procedures that apply regarding the protection and return of the deposit.

The Agent must provide a copy of The DPS terms and conditions to the tenant with this form. This can be downloaded from www.depositprotection.com.

The DPS has provided this document by way of information only. The DPS accepts no liability for its contents. It's the Agent's responsibility to ensure it is accurate and given to the Tenant (or Tenants) within 30 days of receipt of the deposit. They should also give the Tenant the opportunity to review and sign this document.

To: **Aime-Louise Shoemake**

Tenancy Details	
Tenancy Address	4, 5, Queenston Road, Manchester, Greater Manchester, M20 2WZ
Deposit amount:	£490.00

Letting agent's details:

Name:	Cherry Picked Properties
Address:	216 Outwood Road, Heald Green, Cheadle, Greater Manchester, SK8 3JL
Telephone:	01614373307

Contact Details

Your deposit is protected with The Deposit Protection Service (The DPS). They are approved by the Ministry of Housing, Communities and Local Government for this purpose. Here's how you can contact them if you need to.

By post	The DPS The Pavilions Bridgwater Road Bristol BS99 6AA
Call:	0330 303 0030
Email:	contactus@depositprotection.com
Website:	www.depositprotection.com

How the scheme works

Information supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

Please see section 3 of The DPS Custodial Terms and Conditions

Deposit Repayment

Information on the procedures applying for the release of the deposit at the end of the tenancy, including where either the Landlord or the Tenant can't be contacted.

Please see section 14-19 of *The DPS Custodial Terms and Conditions*

Deposit Disputes

Procedures that apply under the Scheme where the Landlord and the Tenant dispute how the deposit should be repaid, and the facilities available to resolve a dispute without recourse to litigation.

The DPS Dispute Resolution Service is a free, straightforward way of resolving deposit disputes at the end of a tenancy. The alternative option is to go through the courts, which can be costly and take a long time.

When using this service, your dispute will be reviewed by a legally-trained adjudicator. They'll review the evidence you and your tenant provide and issue a detailed decision within 28 days.

Please see section 20-23 of *The DPS Custodial Terms and Conditions*

Tenant details

Name:	Aime-Louise Shoemake
Address:	259 Moorside Road, Swinton, Manchester, M27 9PJ
Phone:	07748440767
Email:	aimeshoemake@gmail.com
Post Tenancy Address:	4, 5, Queenston Road, Manchester, Greater Manchester, M20 2WZ
Post Tenancy Phone:	07748440767
Post Tenancy Email:	aimeshoemake@gmail.com

It's the responsibility of each tenant to advise The DPS of any changes to their contact details, including providing forwarding contact details and address at the end of the tenancy.

Details of third parties paying the deposit

If the deposit is being paid by a third party, record their details here. If additional third parties are paying the deposit, please record their details on a separate sheet and attach it to this document. For this tenancy there is no Relevant Person

Circumstances when all or part of the deposit may be retained by the landlord or letting agent

For details of the circumstances when the landlord or letting agent may retain part or all of the deposit, please refer to the following clauses of the tenancy agreement.

Please see clauses and/or sections relating to the deposit

I/We (being the Letting agent) certify that –

- i. The information provided is accurate to the best of my/our knowledge and belief
- ii. I/We have given the tenant(s) 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 the Landlord's Agent:

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All tenants at the tenancy should sign this form and send a copy to their landlord or letting agent.

Signed by the Tenant(s):

Aime-Louise Shoemake

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goodlord

Audit Trail

Document ID: 20201256610122896427637691214

Status: Created

Note: All times are in UTC/GMT

January 27, 2020

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