

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

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. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
 - If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
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THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date	2nd March 2020
Landlord(s)	Mr Mark Walton & Mr Philip Walton Chicago Acquisitions Limited
Landlord's Agent and Address	Walton Robinson 101 Percy Street, City Centre, Newcastle upon Tyne, NE1 7RY
<i>Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address</i>	
Tenant(s)	Ms Mary Bermingham
Tenant(s) Email <i>(see clause 12.4)</i>	mary_bermingham@yahoo.co.uk
Maximum Number of Permitted Occupiers	<i>(insert the maximum number of all occupiers including tenants – see clause 4.8)</i>
Property	The dwelling known as 55, The Bruce Building, 115 Percy Street, Newcastle Upon Tyne, NE1 7RP
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory
Term	For the term commencing on 6th March 2020 and ending on 5th June 2020
Rent	£2,365.71 for the initial term Payable by standing order for the amounts and on the dates specified on the Payment Schedule document that has been separately signed.
Payment	in advance in cleared funds by equal Yearly payments on the 6th of each month
Deposit	The Deposit of £500.00 is paid by the Tenant to the Landlord/Agent.

The Deposit is held by the Agent as Stakeholder. The Agent/Landlord is a Member of the Tenancy Deposit Scheme. Deductions may be made from the Deposit according to the terms of this Agreement.

Interest	Any interest earned will belong to <i>(delete the options which do not apply)</i> : <ul style="list-style-type: none">• The Agent
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Member	The Member refers to either the Agent or Landlord, whoever is registered with the Tenancy Deposit Scheme for the purposes of holding the Deposit
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Stakeholder	refers to how the Deposit is held on behalf of the Tenant according to the rules of the Tenancy Deposit Scheme
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1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.1 Deposit. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable under this agreement. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)

The Deposit has been taken for the following purposes:

- Any damage, or compensation for damage, to the premises 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
- The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings
- 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
- 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

2.2 Inventory. Where the Landlord or his Agent has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within the first week of occupation with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

The Tenant agrees with the Landlord: (clauses 3 to 7)

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. Interest will be payable on any late rent payments where payments are more than 14 days overdue. Interest will be payable at an annual percentage rate of 3% above Bank of England Base Rate calculated on daily basis starting on the 15th day after the rent due date.

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, television licence and telephone and other communication charges (if any) relating to the Property, where they are incurred during the period of the tenancy or any subsequent periodic tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected due to the Tenant's act or default. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above.

(3.3) To pay the Landlord's reasonable costs incurred as a result of any breach of the terms of the tenancy by the Tenant

(3.4) To pay the reasonable costs of the Landlord or his Agent where the Tenant requests early termination of the tenancy, and the Landlord has accepted the request, or where the Tenant fails to give the legally required notice to end a periodic tenancy

(3.5) To pay the reasonable costs of the Landlord or his Agent where the Tenant requests a variation to the tenancy

(3.6) That any Rent accepted after the Tenant has breached the terms of the tenancy shall be accepted as mesne profits and shall not prejudice the Landlord's rights to enforce compliance with this Agreement.

(3.7) Where rent has been paid in advance, the Landlord shall be entitled to deduct any reasonable costs incurred through any breach of this tenancy agreement, or as decided by the Court

4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) To use the Property as a single private dwelling as the Tenant's only or principal home and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(4.8) The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Permitted Occupiers specified above without the Landlord's prior written consent. Because of houses in multiple occupation regulations and licensing regulations, the Landlord may be prosecuted and fined for allowing this number to be exceeded

(4.9) **This is a non-smoking Property.** The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

5. Repairs and Damage to the Property

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. **The Tenant agrees to pay for any damage caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers**

(5.2) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.3) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair

(5.5) To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld

(5.8) To notify the Landlord or his Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

- (a) that the ventilators provided for this purpose in the Property should not be blocked
- (b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Agent

(5.15) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)

(5.16) To take all reasonable steps to keep the Property free from infestation by vermin

(5.17) Not to alter or interfere with the gas, water or electrical installations, and not to overload or damage any of the drains, wires, pipes or cables. The Tenant shall not connect or install any additional gas appliances at the Property without the Landlord's prior written permission.

(5.18) To clean all windows on a regular basis and at the expiration of the tenancy

(5.19) To take reasonable steps to adequately heat and ventilate the Property throughout the tenancy to avoid condensation, mould and mildew. Where any of these occur, to take care to promptly and regularly wipe down and clean the affected surfaces

(5.20) Where the tenant is in breach of clause 5.16 to pay the Landlord for all reasonable costs and expenses that may be incurred resulting from notices being served under the Environmental Protection Act 1990 due to the presence of vermin in the Property which is attributable to the Tenant

(5.21) To maintain in good repair the television aerials, satellite dish and similar reception devices (if any) in the Property. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception

(5.22) Not to use or store any items in the loft space without the Landlords prior written consent

(5.23) Not to install, cause or authorise the installation of any pre-payment meter at the Property without the written permission of the Landlord.

(5.24) That the Tenant will allow the Landlord or other authorised persons access to the Property to carry out risk assessments during the tenancy in order to comply with health and safety requirements. The Landlord or his Agent will give the Tenant a minimum of 24 hours notice. The Tenant also agrees to carry out any regular checks required by the Landlord in relation to prevention of Legionella or similar health risks

(5.25) To use appliances in accordance with the manufacturer's instructions and carry out any minor maintenance that would be expected such as cleaning or changing filters. The Landlord will be responsible for the repair costs for the genuine breakdown (i.e. not caused by misuse) of appliances supplied by the Landlord.

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To ensure that any claims for Housing Benefit, Universal Credit or equivalent housing support made by the Tenant are legally claimed or received without overpayment

(6.3) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

(6.4) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord or his Agent in writing, and to allow him access to the Property in order to secure it where necessary

(6.5) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(6.6) To allow contractors access to the Property, upon being given reasonable written notice, to allow electrical, gas and similar appliances, pipework and flues to be inspected and maintained. The Tenant further agrees to ensure that any access arrangements made in connection with such inspections or appointments are honoured so that contractors are able to carry out the work on the agreed day

(6.7) To promptly respond to any information requests by the Landlord or his Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status

(6.8) That the Tenant has been supplied with a copy of the 'Standard Terms and Information for Tenants' of Walton Robinson which apply to all tenancy agreements

(6.9) Any amendment to this tenancy agreement must be recorded in writing and agreed by both parties

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or his Agent in replacing keys or securing the Property against re-entry where keys are lost or not returned

(7.4) To provide a forwarding address to the Landlord or his Agent either prior to or at the end of the tenancy

(7.5) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(7.6) To allow the Landlord or his Agent to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(7.7) To permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(7.8) The Agent/Member should inform the Tenant as soon as is practicable at the end of the tenancy if they propose to make any deductions from the Deposit

(7.9) If there is no dispute the Deposit will be allocated according to the deductions agreed. If an agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication

(7.10) Where there are multiple tenants, each Tenant agrees with the other(s) that any one of them may consent on behalf of all Tenants to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the tenancy

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, other than in an emergency or in the normal and lawful process of exercising or implementing the landlord's rights and obligations under this agreement. This does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

"The Agent" refers to the person appointed by the Landlord to manage the property and collect Rent, or anyone who subsequently takes over these rights and responsibilities

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used 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

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see note 5 (subject to the clause below)

(12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant at the email address(es) supplied above. The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent.

(12.5) Whilst the Landlord or his Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Landlord or his Agent will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

(12.6) To appoint Ms Mary Bermingham ("the Spokesperson") to act as agent of the tenant. The spokesperson will have authority from the tenant to act on behalf of the tenant at the start, during, and at the end of the tenancy in all matters relating to or arising from this Agreement, and to liaise directly with the landlord or the agent on all matters relating to the return of the deposit.

(12.7) The spokesperson will be responsible for displaying all correspondence or notices from the landlord or the agent in a conspicuous place in the Premises and for bringing any notice or correspondence to the attention of the tenant.

13. Special Conditions. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions

The annual rent as outlined in clause 1.9 is inclusive of electricity, gas, water and broadband. Fair usage of Utilities provided by the landlord (gas, electric and water) is determined by the following consumption values; Gas 9000 kWh, Electric 2100 KWH, Water 80m3. Utilities used in excess of this maximum will be the responsibility of the tenant who undertakes to settle any invoices raised by the landlord in respect of these charges.

SIGNED by the LANDLORD(S) :-
(OR THE LANDLORD'S AGENT)

Mr Mark Walton

Mr Philip Walton

SIGNED by the TENANT(S) :-

Ms Mary Bermingham