

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Bills Inclusive Rooms Agreement

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.**

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
7. If you accept a tenancy deposit under this tenancy, it must be protected by a tenancy deposit protection scheme and certain documents must be given to the tenant. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The tenant's notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988 but the landlord's notice does not need to expire on the first or last day of a period of a tenancy.

More Information

For more information on using this tenancy agreement please refer to the website: www.letlink.co.uk

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	22 nd of December 2022
Landlord(s)	Ben Goldsmith and Zina Al-Zuhairi
Landlord's Agent and Address	Dwell Leeds Dwell Leeds, 5/6 St Chad's Parade, Otley Road, Far Headingley, Leeds, West Yorkshire, LS16 5JH Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address
Tenant's Name and Email	Vitalijs Tazovs - gruzon2685@gmail.com
Property	The dwelling known as Room 3, 26 Luxor View, Leeds, West Yorkshire, LS8 5JT
Maximum Number of Permitted Occupiers	(1 – see clause 4.8)
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory
Term	Term For the term of 12 Months and 9 Days commencing on 23 rd of December 2022
Rent	The Tenant shall pay rent in accordance with the Appendix Payment Schedule. Payable by standing order (other payment methods may be mutually agreed in writing)
Payment	The first payment of £518.36 shall be payable in advance on or before the 23 rd December 2022. Thereafter paid in advance according to the Payment Schedule.
Deposit	A deposit of £461.53 is payable on signing this Agreement. It is protected by the following scheme Deposit Protection Service www.depositprotection.com

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 on this Deposit. 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)

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.

(3.2) To pay interest for all unpaid rent at 3% interest above the Bank Of England Base Rate from the Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

(3.3) Council tax, broadband, a television license for a communal area (if applicable), as well as gas, electric, water subject to the Fair Usage Policy will be paid by the Landlord under this bills inclusive Agreement (see also clause 8.1), the Tenant remains liable to pay for gas, electric, and water charges that exceed the Fair Usage Policy. The Fair Usage Policy is defined at the end of this Agreement. The Tenant may also become liable for any over-use of data allowances within a broadband package. In the situation where the Tenant wishes to watch terrestrial television subject to television licensing within a lockable bedroom, the Tenant remains liable for their own television license.

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

(3.5) To pay the Early Termination Fee of £312 (£260+vat) to the 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

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

(3.7) The Landlord or Agent may periodically increase the rent at upon renewal of a fixed term or periodic tenancy. This may be done without service of a Section 13 Notice, but will be done by giving at least 1 month's notice in writing (including email).

(3.8) In the unlikely event that the local authority were to separate the letting rooms within the Property as individual units for council tax purposes, the Tenant will become liable for the council tax payable on their room.

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.

(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 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) Where the Tenant replaces any locks on any doors, to pay reasonable costs up to £50 per each key, entry, or security device for replacements or to pay directly in full for each new lock, key, entry, or security device required.

(5.9) 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

(5.10) 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

(5.11) 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

(5.12) In order to comply with the Gas Safety Regulations, it is necessary:
that the ventilators provided for this purpose in the Property should not be blocked
that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

(5.13) Not to cause any blockage to the drains, pipes, sinks or baths. Where such blockages are caused, to pay in full the cost of releasing any blockage.

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

(5.15) 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

(5.16) 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)

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

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

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, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(7.7) Within the last two months of the tenancy 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

8. The Landlord agrees with the Tenant that:

(8.1) Under this bills inclusive Agreement, the Landlord will pay promptly to the authorities to whom they are due, council tax (for the property as a single unit), water charges, gas, electric, one television licence for a communal area if applicable, 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.

(8.2) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however 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

(8.3) In the event that the Property is rendered uninhabitable by fire or 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 (see note 4)

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. This means that any one of the members of a joint tenancy 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. [The Tenant(s) Email may be left blank where the Tenant does not agree to this clause]

(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) The Landlord is only responsible for insuring the building. The Landlord of the property hereby agrees to enter into a tenancy agreement with the Tenant/s named herein but would strongly recommend that the Tenant arranges adequate liability insurance for the period of the tenancy to protect the landlord's fixtures and fittings against accidental damage caused by the Tenant(s) and their visitors. Such insurance can also help to protect against charges which the tenant may be liable for on check out, should any of the Landlord's items have been accidentally damaged. The ongoing inventory will be used as a mechanism in which to compare and assess any damage at the end of the tenancy. The Tenant agrees and accepts that the insurance held by the Landlord does not cover the Tenant's belongings, and Tenants are therefore responsible for taking out contents insurance to protect their own contents and valuables if they so require this insurance cover.

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)

Signed by the Landlord's Agent:

Alicia Stanley

Alicia Stanley

29th of December 2022 15:26:18 UTC

Signed by the Tenant(s):

Vitalijs Tazovs

V.T

22nd of December 2022 17:51:09 UTC

Appendix. Payment Schedule

Rent per day	£13.19
Rent per week	£92.31
Rent per month	£400.00

Full Tenancy

Rent on Signing	£518.36
1 Feb 2023	£400.00
1 Mar 2023	£400.00
1 Apr 2023	£400.00
1 May 2023	£400.00
1 Jun 2023	£400.00
1 Jul 2023	£400.00
1 Aug 2023	£400.00
1 Sep 2023	£400.00
1 Oct 2023	£400.00
1 Nov 2023	£400.00
1 Dec 2023	£400.00
Total	£4918.36

Utilities Fair Usage Policy 4 Tenants

1 Policy on Utilities, Allowances and Energy Quotas

1.1 The Utilities which are subject to this Policy are **ELECTRICITY** and **GAS**.

1.2 The Tenant will be entitled to use these Utilities up to a maximum annual usage of

- **21576 kWh** of gas
at a cost of **£66.28 per month**
- **5029 kWh** of electricity
at a cost of **£66.94 per month**

which represents an amount that is considered a fair and reasonable cost for normal usage of gas and electricity at the property. This is known as the Allowance and will be calculated pro rata with the period of the tenancy.

1.3 The total cost of the electricity and gas is estimated to be £133.22 per month. This amount is known as the combined Energy Quota.

1.4 If the gas or electric Allowance is exceeded provided the usage remains within the total Energy Quota

2. Requirements

2.1 The Tenant is required to use the Utilities in a responsible manner and usage shall be normal, reasonable and fair.

2.2 Where the Landlord or Agent can produce evidence that the Tenant's average usage of the Utilities is in excess of the Allowances provided for in 1.2 or the Energy Quota in 1.3 above then the Landlord or Agent shall be entitled, at its discretion, to either:-

- a) increase the agreed Rent by an amount that the Landlord or Agent reasonably considers is sufficient to compensate for any excessive use of the Utilities; or
- b) require the Tenant to pay, on demand, any excess sums arising from over use of the Utilities.

2.3 Although it is not the responsibility of the Landlord or Agent to monitor usage, the Landlord or Agent will inform the Tenant as soon as it becomes apparent that the usage of the Utilities is excessive and the Landlord or Agent is intending to take steps set out in 2.2 above to obtain reimbursement from the Tenant for the resulting over-expenditure.

3. Tenant Rights

3.1 The Tenant is entitled to examine the evidence of their usage of the Utilities and discuss with the Landlord any measures that may be reasonably utilised to reduce the future usage of the Utilities to a level that is normal, fair and reasonable.

3.2 In implementing this Policy the Landlord confirms that, as far as it is reasonable and practicable to do so, the Landlord's installations are energy efficient and the Property is adequately insulated and weather tight.

Signed by the Tenant(s):

Vitalijs Tazovs

V.T

22nd of December 2022 17:51:09 UTC

Supporting Documents Checklist

I confirm I have received the following documents:

- Department for Communities and Local Government How to Rent guide
- Gas Safety Certificate for: Room 3, 26 Luxor View, Leeds, West Yorkshire, LS8 5JT
- Energy Performance Certificate for: Room 3, 26 Luxor View, Leeds, West Yorkshire, LS8 5JT

These documents are attached to the emails that I have received from Dwell Leeds in conjunction with this tenancy application.

Signed by the Tenant(s):

Vitalijs Tazovs

V.T

22nd of December 2022 17:51:09 UTC

Audit Trail

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Note: All times are in UTC/GMT

December 22, 2022

- 16:49:52 Document Created
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- 17:18:15 Document viewed by Vitalijs Tazovs
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- 17:51:11 Document Signed by Vitalijs Tazovs
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ip: 92.40.189.95

December 29, 2022

- 15:25:54 Document viewed by Alicia Stanley
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- 15:26:21 Document Signed by Alicia Stanley
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- 15:26:21 Document Set to Completed by Alicia Stanley
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