

DATE _____ 2011

(1) **LANDLORDS: BROCKLESBY ESTATE**

(2) **TENANTS:**

**ASSURED SHORTHOLD
TENANCY AGREEMENT**

RELATING TO

RENT: £ PER CALENDAR MONTH



BROCKLESBY ESTATE

ASSURED SHORTHOLD TENANCY AGREEMENT

Property:

Landlord:

**The Brocklesby Estate
(The Fund)**

Landlord Address:

**Estate Office,
Brocklesby Park,
Lincolnshire,
DN41 8PN**

Tenants:

Tenants Address:

Rent:

£ per calendar month

Commencement Date:

First Rent Due:

Duration:

Deposit:

£

The deposit, £ will be protected by The Deposit Protection service (The DPS) in accordance with its terms and conditions. The terms and conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com.

THIS AGREEMENT for letting an unfurnished dwelling house on an Assured Shorthold Tenancy under Part I of the Housing Act 1988 is made between **◆ Christopher Martin Read of The Estate Office, Brocklesby Park, Lincolnshire, DN41 8PN** as Agent to **The Brocklesby Estate** ("the Landlord") of the one part and ("the Tenants") of the other part

IT IS AGREED as follows:-

- A. The Landlord lets and the Tenants take the dwellinghouse and garden ("the Premises") as described in the First Schedule for a term commencing on and from the Commencement Date mentioned on the front cover of this Agreement, for a duration of **six months**, at the rent mentioned on the front cover (subject to review as provided by Clause E. (vi)) payable monthly in advance with the first payment on the signing of this agreement and subsequently on the first day of each month. If this tenancy continues as an assured shorthold periodic tenancy after the initial fixed term then the rent shall continue to be payable in the same way and on the same day.
- B. This Agreement is intended to create an assured shorthold tenancy as defined in Section 20 of the Housing Act 1988.

TENANTS' OBLIGATIONS

- C. The Tenants agrees with the Landlord as follows:-
1. As joint and several Tenants to be responsible and liable for all obligations under this Agreement.
 2. To pay the rent without any deduction by standing order as outlined above.
 3. To pay all charges for council tax, gas, sewerage, water, electricity and telephone services supplied to or used at the Premises.
 4. Not to change the gas, water or electricity supplier without written notification to the Landlord and not to have or allow a key/coin/card meter to be installed.
 5. Without prejudice to any other right, contained in this agreement or otherwise available to the Landlord, if the rent reserved by this Agreement or any other sum of money payable to the Landlord by the Tenants shall remain unpaid for more than twenty one days after the date when payment was due, the Tenants will to pay interest on it at four per cent above the base lending rate of the Royal Bank of Scotland PLC from the date on which payment was due to the date of payment to the Landlords (both before and after any judgement). For the avoidance of doubt, any costs incurred in recovering debt of any kind will be chargeable to the Tenants.
 6. To use the Premises only as a private dwellinghouse in single family occupation and not for any trade, business or profession.
 7. To keep in good and complete repair order and condition all boundary fences, hedges, and gates and (damage by accidental fire only excepted) the interior of the Premises and the internal decorations and the fixtures, fittings and appliances (except installations and things which the Landlords are liable to repair).
 8. Not to plant Leylandii or Cypress type shrubs or hedges, nor to plant any kind of tree within twenty feet of the house.

9. Not to make any changes to boundary or garden fences or hedges without written agreement from the Landlord.
10. Not to erect or any sheds, greenhouses, kennels or other similar thing without written agreement from the Landlord.
11. To keep all sewers, drains, downpipes, gullies, soakaways and cess pits/septic tanks properly cleansed and emptied. For the avoidance of doubt baby wipes and sanitary products must not be flushed down the toilets and fat must not be poured down the drains. Please note that tenants will be charged any costs involved in unblocking any drains, etc. that are blocked if the Estate is called out to deal with the problem. Also for the avoidance of doubt septic tanks are to be emptied before vacating the Premises.
12. To clean all windows of the Premises at regular intervals and to replace immediately all cracked and broken glass damaged windows and sash cords and damaged door fittings.
13. To clean all gutters twice per annum, the Landlord reserving the right to enter the Premises and clean gutters at the Tenants expense if required.
14. Anaglypta or woodchip wallpaper must not be applied to any of the walls or ceilings in the property.
15. If the property is newly decorated at the start of the tenancy not to change colour, apply coverings or any other thing to walls, ceilings, doors, cupboards, stairways and if so changed revert to the original condition or colour at the termination of the tenancy if so required by Landlord.
16. Not to make any alteration or addition to the Premises and not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the Premises (either externally or internally) without first obtaining the prior consent of the Landlord, such consent may be withheld for whatever reason. Where granted, the Tenants will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by the Landlord. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously granted.
17. Not to assign, underlet or share possession of the Premises nor to take in lodgers.
18. Not to do in or upon the Premises any thing which may be a nuisance, damage or annoyance to the Landlord or the Tenants or occupiers of any of the adjoining premises nor to do or permit to be done on the Premises any act or thing which may cause any insurance policy in respect of the Premises to be void or voidable or which may cause the premium of any such insurance policy or that relating to any adjoining premises to be increased.
19. Not to exhibit any notices or signs on the Premises without the prior consent of the Landlord.
20. To permit the Landlord and their staff at reasonable hours in the daytime to enter and inspect, and to carry out any works or repairs to the Premises or any adjoining premises.
21. Before the tenancy ends, to permit inspection by the Landlord for the purposes of preparing a schedule of repairs, redecoration, outbuilding or garage clearance, garden

maintenance, gutter cleaning or any other thing which contravenes the covenants herein contained and to reimburse the Landlord the costs of attending to the items (if any) identified in the schedule. These costs to be charged at a reasonable rate plus VAT if applicable.

22. At the expiration or sooner determination of the tenancy to hand back the Premises in such order condition and state as shall be consistent with the due performance of the obligations of the Tenants herein contained.
23. Any gas appliance brought in by the Tenants must be checked and comply with the regulations of the Gas Safe Register and must be installed by a qualified G.S.R. Engineer.
24. To be liable at any time to reimburse the Landlord any sums which the Landlord is required to pay to the local authority in respect of Housing Benefit/Local Housing Allowance which has been paid direct to the Landlord on behalf of the Tenants, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenants.
25. In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Landlord's premises or its contents, to promptly inform the authorities as appropriate and the Landlord as soon as practicable, and subsequently to provide, full written details of the incident in order for the Landlord to invoke any claim on their insurance policy. (For the avoidance of doubt, the Tenants' belongings, furnishings or equipment within the premises are his and are not covered by any insurance policy maintained by the Landlord).
26. Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to damage or harm of the Premises or its contents.
27. To reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenants, his invited visitors or guests in breach of this agreement.
28. Before leaving the Premises empty or unoccupied for any continuous period in excess of 28 days, to notify the Landlord in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Premises and its contents whilst being left empty or unoccupied.
29. To take reasonable precautions to keep the Premises free of infestation by vermin, rodents or animal fleas. When infestation occurs the Tenants must deal with it, failing which any costs incurred by the Landlord in dealing with the problem will be the responsibility of the Tenants (during or at the end of that tenancy). For the avoidance of doubt this includes the presence of e.g. rats, mice, wasps nests, etc.
30. To test at regular intervals any battery operated smoke alarms fitted in the Premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.
31. At least once every twelve months (six months in the case of wood burners) of the tenancy to have any working chimneys swept by an appropriate person.

32. At the end of the tenancy, the Tenants must clean (or pay for the cleaning) to a good standard, the Premises, its fixtures and fittings, including any carpets belonging to the Landlord. All of the Tenants' refuse and rubbish must be removed and keys must be returned (including new or duplicates) to the Landlord on the last day of the tenancy.
 33. Any of the Tenants' belongings/property left behind at the property will be considered abandoned, and if not removed will be disposed of and any costs involved in the disposal will be re-charged to the Tenants.
 34. To provide a forwarding address by the last day of the tenancy.
 35. Satellite dishes and digital TV aerials are permitted provided that they are not obviously visible. Permission for a satellite dish/aerial must be sought from the Landlord prior to erection and the Landlord reserves the right to request their removal at the occupier's expense if permission is not sought and granted.
 36. The tenant is responsible for emptying the septic tank/cesspit annually during the tenancy and also at the end of the tenancy immediately prior to vacation.
 37. Treatment and eradication of any infestation of pests (wasps, bees, rats, mice, moles, flies, etc.) is the responsibility of the tenant and must be treated and dealt with at their cost.
- D. If at any time the rent (or any part) is unpaid for fourteen days after becoming due (whether or not formally demanded) or if any agreement or obligation on the Tenants' part is not complied with or if any of the circumstances mentioned in grounds 8 - 17 of Part 2 of Schedule 2 to the Housing Act 1988 shall arise or if the Tenants shall become bankrupt or if the Tenants shall enter into any arrangement or composition for the benefit of creditors or shall suffer any distress or execution to be levied on his goods then the Landlord may re-enter upon the Premises and the tenancy shall be determined. This is to be without prejudice to any other right of action that the Landlord may have in respect of the Tenants' obligations under this Agreement.

E. LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenants as follows:-

- (i) That the Tenants paying the rent and performing all the agreements contained above may quietly possess and enjoy the Premises during the tenancy.
- (ii) To keep in repair the structure and exterior of the Premises (including the sewers, drains, gutters and external pipes), and to redecorate externally in every fifth year.
- (iii) To keep in repair and proper working order any installations for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but not any other fixtures, fittings or appliances for making use of the supply of water, gas or electricity) and for space or water heating.
- (iv) Provided nevertheless that the Landlord shall not be required to carry out any works or repairs for which the Tenants is liable by virtue of the obligations of the Tenants to use the Premises in a Tenants like manner.

- (v) It is hereby agreed that if the Tenants wish to end the tenancy and duly gives the Landlord not less than two months notice in writing and pays all rent and performs and observes all the agreements and conditions contained above then after the expiration of the notice this tenancy will come to an end.
- (vi) If the tenancy continues after the initial term, the Landlord may increase the rent by giving the Tenants not less than one month's notice in writing of the increase. Subsequent rent reviews would be every two years.

F. DEPOSIT

The Deposit shall be available after the end of the Tenancy and with the written consent of both parties to set against any breaches of the Agreement, including:

- i. any 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 and the age and condition of each and any such item at the commencement of the Tenancy;
- ii. the Landlord's reasonable costs or damages caused directly by the major breach of the Agreement by the Tenant of the Tenant's obligations, including those relating to the cleaning of the Property and its fixtures and fittings.
- iii. any unpaid accounts for utilities, water charges, sewerage, environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable;
- iv. any outstanding 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 FIRST SCHEDULE referred to

The dwelling house [garden and outbuildings] known as _____ (for the purpose of identification only the Premises shown edged red on the attached plan) together with all easements in respect of sewage electricity water gas and telephone services over the adjoining land of the Landlord. The following are, however, reserved to the Landlord:

- (i) the free right of uninterrupted passage of gas and electricity and running water and soil and other services from and to any adjoining or neighbouring buildings and land of the Landlord and their Tenants through all pipes, wires, sewers and drains which are under or over the Premises and to make connections with any of them for the purpose of exercising such rights and
- (ii) full and free right for the Landlord and their staff to enter upon the Premises (a) to lay wires, cables, pipes, conduits and drains for any of the above services and for any other purpose which the Landlord may decide to adjoining or neighbouring properties of the Landlord and for the purposes of inspecting repairing and renewing the same and (b) for the purposes of exercising all or any of the rights hereinbefore reserved.
- (iii) full right and liberty at any time to raise the height of or make any alterations or additions or execute any other works to any buildings on adjoining property of the Landlord or to erect any new buildings of any height on such adjoining property in such a manner as the Landlord shall think fit notwithstanding the fact that the same may obstruct affect or interfere with the amenity of or access to the Premises but not so that the Tenants' use and occupation thereof is materially affected.

SIGNED
**On behalf of the
LANDLORD**

In the presence of :
Witness Full Name

Address:

Signature

Occupation

SIGNED by the
TENANTS

In the presence of :
Witness Full Name

Address:

Signature:

Occupation

This information is set out as a general guidance for prospective tenants and does not constitute, nor constitute part of, an offer or contract; all descriptions, dimensions and references given by the Brocklesby Estate should not be relied on as statements of fact.

Dated February 2011